



Town of Arlington Board of Selectmen

Meeting Agenda

August 12, 2015

7:00 PM

Town Hall Auditorium, 1st Floor, Town Hall

1. Special Meeting: Discuss and Receive Comments on the application for a Comprehensive Permit Site Approval Letter for a Property Known as Thorndike Place (the Mugar Property)
 - 7:00-7:30 p.m. Presentation and Comments by NBM Realty/Arlington Land Realty
Representatives: SEB LLC and Oaktree Development
 - 7:30-8:00 p.m. Board of Selectmen Questions and Comments
 - 8:00-9:30 p.m. Public Comments
 - 9:30 p.m. Final Comments by the Board of Selectmen



Town of Arlington, Massachusetts

Special Meeting: Discuss and Receive Comments on the application for a Comprehensive Permit Site Approval Letter for a Property Known as Thorndike Place (the Mugar Property)

Summary:

7:00-7:30 p.m. Presentation and Comments by NBM Realty/Arlington Land Realty Representatives: SEB LLC and Oaktree Development

7:30-8:00 p.m. Board of Selectmen Questions and Comments

8:00-9:30 p.m. Public Comments

9:30 p.m. Final Comments by the Board of Selectmen

ATTACHMENTS:

Type	Description
☐ Reference Material	Revision Sustainable Development Scorecard
☐ Reference Material	MA Housing Application Start - 2.5 By-Right Site Plan
☐ Reference Material	MA Housing Application 3.1 Prelim Site Plan - 4.1 Letter of Interest
☐ Reference Material	MA Housing Application 5.1 Letter of Interest - End
☐ Reference Material	Conservation Commission Letter to Board of Selectmen
☐ Reference Material	Nover-Armstrong Analysis and Report
☐ Reference Material	Arlington Redevelopment Board Comments



Revised: 12/7/12

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name:
Project Number:
Program Name:
Date:

Thorndike Place
12-May-15

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at:

[Sustainable Development Principles](#)

DEVELOPER SELF-ASSESSMENT

(for consistency with the Sustainable Development Principles)

Method 1:

Redevelop First

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Rehabilitation:

- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

Check "X" below if applicable

<input type="checkbox"/>

If New Construction:

- Contributes to revitalization of town center or neighborhood
- Walkable to:
 - (a) transit
 - (b) downtown or village center
 - (c) school
 - (d) library
 - (e) retail, services or employment center
- Located in municipally-approved growth center

<input type="checkbox"/>

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

The site is within walking distance of the Alewife T Stop, 10 Bus Lines, the Minuteman Bike Path and East Arlington retail shops.

Optional - Demonstration of Municipal Support:

- Letter of Support from the Chief Elected Official of the municipality*
- Housing development involves municipal funding
- Housing development involves land owned or donated by the municipality

Check "X" below if applicable

*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.

Explanation (Required)

--

Method 2: Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles*. However, one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

(1) Concentrate Development and Mix Uses

Yes	No	NA
X		

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

- Higher density than surrounding area
- Mixes uses or adds new uses to an existing neighborhood
- Includes multi-family housing
- Utilizes existing water/sewer infrastructure
- Compact and/or clustered so as to preserve undeveloped land
- Reuse existing sites, structures, or infrastructure
- Pedestrian friendly
- Other (discuss below)

Check "X" below if applicable

X
X
X
X
X
X
X
X

Explanation (Required)

Thorndike Place introduces higher density residential development to the residential & commercial neighborhood. The compact project produces mixed income multi-family housing with residential neighbors on one side and preserved conservation land on the other. Six ownership duplex townhouses complete and complement the existing streetscape on Dorothy Road. The project utilizes existing water infrastructure and improves storm water management. The site is located to maximize easy access to the Alewife T station, buses and the Minuteman Bike Path as well as an easy walk to a wide range of amenities including retail, places of employment, houses of worship, recreational opportunities, etc. The proposal's civil design program will alleviate neighborhood flooding conditions caused by site's current topography.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

- Concerted public participation effort (beyond the minimally required public hearings) ☐
- Streamlined permitting process, such as 40B or 40R ☒
- Universal Design and/or visitability ☒
- Creates affordable housing in middle to upper income area and/or meets regional need ☒
- Creates affordable housing in high poverty area ☐
- Promotes diversity and social equity and improves the neighborhood ☒
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community ☒
- Other (discuss below) ☐

Explanation (Required)

Preliminary economic indicators point to positive impacts to the community of this development given the mix of one, two and 3 bedroom units as well as twelve 3 bedroom townhouses. The project creates affordable housing in a community whose residents are predominantly middle income and/or meets a regional need. The 40B approach to the project provides an efficient permitting process that will minimize time to construction and sustain the focus on the need for affordable housing in this community. A neighborhood meeting to present and discuss the proposal is planned. It is not required by the 40B process; the Development team wishes to have a direct dialogue with neighbors.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check "X" below if applicable

- Creation or preservation of open space or passive recreational facilities ☒
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☒
- Environmental remediation or clean up ☒
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☐
- Eliminates or reduces neighborhood blight ☒
- Addresses public health and safety risk ☐
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below) ☐

Explanation (Required)

The site is approximately 17 acres, approximately 10 of which can be restored for use by Arlington residents and the public. The proposed development greatly improves the site conditions, including a neglected wetland that regularly floods into the yards of the surrounding residential neighborhood. Currently the site is used for dumping trash and a homeless hangout.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(4) Use Natural Resources Wisely

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.

Check "X" below if applicable

- Uses alternative technologies for water and/or wastewater treatment
- Uses low impact development (LID) or other innovative techniques
- Other (discuss below)

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

Thorndike Place will be LEED certifiable, employing Oaktree's patented GreenStaxx system and using the most advanced energy efficient technologies and systems. Units will be supplied with Energy Star rated appliances and low flow fixtures, reducing waste and conserving resources. The site development will mitigate negative impacts to wetland resources.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(5) Expand Housing Opportunities

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

Check "X" below if applicable

- Includes rental units, including for low/mod households
- Includes homeownership units, including for low/mod households
- Includes housing options for special needs and disabled population
- Expands the term of affordability
- Homes are near jobs, transit, and other services
- Other (discuss below)

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

The project increases the number of rental units available to residents of Arlington including low- or moderate-income households. The project expands the affordable housing stock in Arlington by adding 55 units of lower rent housing. Thorndike Place increases Arlington's percentage of affordable inventory by 219 units. The project will provide 11 handicap accessible units for those with disabilities. Six ownership duplex townhouses are designed similar to those existing on Dorothy St. These townhouses and additional trees will screen the larger scale building which also will be set back

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) Provide Transportation Choice

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling, and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

- Walkable to public transportation
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)
- Increased bike & ped access
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations
- Other (discuss below)

Check "X" below if applicable

X
X

X

--

Explanation (Required)

The site is within walking distance to the Red Line and 10 bus routes and is located next to the Minuteman Bike Path.

(7) Increase Job and Business Opportunities

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training, and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology, and fisheries.

Check "X" Below

Yes	No	NA
X		

- Permanent jobs
- Permanent jobs for low- or moderate-income persons
- Jobs near housing, service or transit
- Housing near an employment center
- Expand access to education, training, or entrepreneurial opportunities
- Support local businesses
- Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)
- Re-uses or recycles materials from a local or regional industry's waste stream
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products
- Other (discuss below)

Check "X" below if applicable

X
X
X
X
X

Explanation (Required)

The project creates housing near job opportunities in the retail, service, education, health and professional sectors. Alewife's Red Line provides access to major centers.

(8) Promote Clean Energy*Check "X" Below*

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

Check "X" below if applicable

- Energy Star or equivalent*
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources
- Other (discuss below)

☒☒☐

* All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)

Thorndike Place will use GreenStaxx, Oaktree's unique, patented system that is less expensive to maintain at a lower operating cost due to: Energy Star appliances, individually controlled, cost-saving energy efficient HVAC systems, water-conserving plumbing fixtures, LED lighting, operable highly insulated windows and the most advanced exterior wall construction. As a transit-oriented development, residents of Thorndike Place will have numerous alternatives to owning and operating a car.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(9) Plan Regionally

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the Commonwealth.

Check "X" below if applicable

- Consistent with a municipally supported regional plan
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing
- Measurable public benefit beyond the applicant community
- Other (discuss below)

☐☒☐☐**Explanation (Required)**

Thorndike Place supports a local and regional housing need and provides moderate priced housing within a convenient commute to higher educational facilities as well as numerous job opportunities in the greater Boston area. The contribution of 10+ acres for conservation offers the Town opportunity to improve a neglected, even dangerous, site.

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or gwatson@masshousing.com



May 19, 2015

Kevin Greeley, Chair
Board of Selectmen
730 Massachusetts Avenue
Arlington, MA 02476

*Re: Notice of Application for Chapter 40B Site Eligibility Letter -- MassHousing NEF
Project: Mugar site.
Applicant: NBM Realty, LLC.*

Dear Chairman Greeley & members of the Board of Selectmen:

SEB, LLC is representing Arlington Land Realty, LLC. for the purpose of developing a mixed income 219 unit rental development and includes a 12 unit for-sale townhouse development, titled “Thorndike Place” off Dorothy Road in East Arlington (the “Mugar” land).. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to provide notification to the Town of Arlington that a request for site approval letter has been made by the applicant to MassHousing as the administrator/subsidizing agency for the New England Fund Program.. I have enclosed for your review a copy of the Site Eligibility Application that is being submitted to MassHousing at the same time you are receiving your copy. MassHousing will contact you in short order and provide you with a time frame within which to offer comments on this proposal.

We look forward to discussing this project again, as we have already begun that process and will continue following receipt of a Site Eligibility letter from MassHousing, should one be forthcoming.

Sincerely,

Robert Engler
Consultant to Arlington Land Realty, LLC

Comprehensive 40B Site Approval Application

Thorndike Place

Arlington, MA

Submission to:

MassHousing

One Beacon Street
Boston, MA 02108



Table of Contents

1. Comprehensive Permit Site Approval Application
2. 1.1 Location Map
3. 1.2 Tax Map
4. 1.3 Directions to the Site
5. 2.1 Existing Conditions Plan
6. 2.2 Aerial Photographs
7. 2.3 Site/Context Photographs
8. 2.4 Site Characteristics
9. 2.5 By-Right Site Plan
10. 3.1 Preliminary Site Plan
11. 3.2 Preliminary Architectural Plans
12. 3.3 Architectural Narrative
13. 3.4 Zoning Analysis
14. 3.5 Sustainable Development Principles
15. 4.1 Evidence of Site Control
16. 5.1 Letter of Interest from an NEF Lender
17. 5.2 Market Rental Comparables
18. 5.3 Market Study
19. 6.1 Development Team Qualifications
20. 6.2 Applicant's Certification
21. 7.1 Narrative Describing Municipal Contact
22. 7.2 Evidence of Submission to the Town of Arlington
23. 7.3 Copy of Notification to DHCD
24. 7.4-7.5 Checks
25. 7.6 W-9

Comprehensive Permit Site Approval Application



Comprehensive Permit Site Approval Application/Rental****

www.masshousing.com | www.masshousingrental.com

Comprehensive Permit Site Approval Application/Rental

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site; (ii) the applicant is a public agency, non-profit organization or limited dividend organization; and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf

Instructions for completing the Site Approval Application are included in the application form, which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to

Gregory Watson, Manager of Comprehensive Permit Programs
MassHousing, One Beacon Street, Boston, MA 02108

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information that is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal; (ii) schedule and conduct a site visit; and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.



**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Rental Projects**

Please be sure to answer ALL questions. Indicate "N/A", "None" or "Same" when necessary.

Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: Thorndike Place

Municipality: Arlington

Address of Site: see below

Cross Street (if applicable): Dorothy Road and Littlejohn Street

Zip Code: 02474

Tax Parcel I.D. Number(s) (Map/Block/Lot): GIS/Parcel ID/17-6-6A;16-8-8;16-8-2;16-8-3;16-8-4;16-8-5;16-8-6;16-8-7A;13-12-5A;14-2-8;14-2-5

Name of Proposed Development Entity (typically a single purpose entity): Arlington Land Realty, LLC

Entity Type: Limited Dividend Organization ☒ Non-Profit* ☐ Government Agency ☐

* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.

Has this entity already been formed? Yes ☒ No ☐

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): Arlington Land Realty, LLC

Applicant's Web Address, if any: www.mugar.com

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ☐ No ☒ If yes, please explain: N/A

Primary Contact Information (required)

Name of Individual: Gwen Noyes

Relationship to Applicant: Managing Partner, Principle

Name of Company (if any): Oaktree/Greenline LLC

Street Address: 84 Sherman Street 2nd Floor

City/State/Zip: Cambridge MA 02140

Telephone (office and cell) and Email: (o) 617.491.9100 x101; (c) 617.921.2407

Secondary Contact Information (required)

Name of Individual: Art Klipfel

Relationship to Applicant: President; Principle

Name of Company (if any): Oaktree/Greenline LLC

Street Address: 84 Sherman Street 2nd Floor

City/State/Zip: Cambridge MA 02140

Telephone (office and cell) and Email: (o) 617.491.9100 x102; (c) 617.921.9021

Additional Contact Information *(optional)*

Name of Individual: Bob Engler
Relationship to Applicant: Consultant
Name of Company *(if any)*: SEB
Street Address: 165 Chestnut Hill Ave., Unit 2
City/State/Zip: Brighton, MA 02135
Telephone *(office and cell)* and Email: (617) 782-2300 x 201

Anticipated Construction Financing: MassHousing ☐ NEF Bank ☒
If NEF Bank, Name of Bank: TD Bank plus NEF Lender

Anticipated Permanent Financing: MassHousing ☐ NEF Bank ☒
If NEF Bank, Name of Bank: TD Bank - Mini Perm plus NEF Lender

Total Number of Units 219 # Affordable Units 55 # Market Rate Units 164
Age Restricted? Yes/No No If Yes, 55+ or 62+? n/a

Brief Project Description (150 words or less): Thorndike Place is situated on a 17 acre property, located between Rte 2/Concord Turnpike and family-oriented neighborhoods to the north and east. Thorndike Place will include 12 units in 6 two-family townhouses and 207 apartments in the 40B application. This will provide a mix of market and affordable housing including 55 affordable units to benefit Arlington's residents seeking high-quality housing. The proposed two-story town homes are of a similar height, scale and spacing as the other homes along Dorothy Road and designed as a transitional zone between the duplexes and single-family homes of the existing residential neighborhood. The current site has been wild, unkempt and illegally dumped upon for many years. The proposed development greatly improves the site conditions including a neglected wetland that regularly floods into the yards of the surrounding residential neighborhood.

Required Attachments Relating to Section 1**1.1 Location Map**

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: Thorndike Place

Buildable Area Calculations

Sq. Feet/Acres (enter “0” if applicable—do not leave blank)

Total Site Area	17.7
Wetland Area (per MA DEP)	11.5+/- (BVW/BLSF)
Flood/Hazard Area (per FEMA)	11.5+/-
Endangered Species Habitat (per MESA)	0.0
Conservation/Article 97 Land	0.0
Protected Agricultural Land (i.e., EO 193)	0.0
Other Non-Buildable (Describe)	0.0
Total Non-Buildable Area	11.5+/- compensation not included)
Total Buildable Site Area	5.6+/-

Current use of the site and prior use if known: Vacant land, wetlands and forested

Is the site located entirely within one municipality? Yes ☒ No ☐

If not, in what other municipality is the site located? n/a

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) _____
n/a

Current zoning classification and principal permitted uses: Zoned PUD (Planned Unit Development)

Previous Development Efforts

Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

n/a

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater-private wastewater treatment	No	n/a
Wastewater-public sewer	Yes	Arlington Sewer located in all adjacent streets
Storm Sewer	Yes	Arlington Drainage System located in all adjacent streets
Water-public water	Yes	Arlington Water located in all adjacent streets
Water-private well	No	A private irrigation well may be drilled
Natural Gas	Yes	Gas located in Dorothy Road
Electricity	Yes	Arlington Sewer located in all adjacent streets
Roadway Access to Site	Yes	Access is provided to Dorothy Rd and Burch St
Sidewalk Access to Site	Yes	Access is provided to Dorothy Rd and Burch St and bike path
Other		Sidewalk access also provided to ped. bridge over Rte 2

Describe surrounding land use(s):

Single Family homes on 2 sides; Rte 2 on the south and open space/park on east boundary

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	1.0-1.2 miles	yes
Schools	.3	yes
Government Offices	.9-1.1 miles	yes
Multi-Family Housing	.2-.9 miles	yes
Public Safety Facilities	.6-1.6 miles	yes
Office/Industrial Uses	.9-2.3 miles	yes
Conservation Land	Adjacent	n/a
Recreational Facilities	Adjacent	n/a
Houses of Worship	.5-1.1 miles	yes
Other		

List any public transportation near the site, including type of transportation and distance from the site:

All distances are in miles.

Rail Lines: Red Line 0.6; Fitchburg/South Acton Line 1.4

Bus Lines: #76, #62, #62/76, #351, #67, #84 - all within 0.2 miles

Bus Lines: #77, #79, #350 - all within 0.4 miles

Bus Line: #78 - within 0.5 miles

Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints".

Are there any easements, rights of way or other restrictions of record affecting the development of the site? Yes

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? not aware of any

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? not aware of any

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? not aware of any

Is the site, or any portion thereof, located within a designated flood hazard area? Yes

Does the site include areas designated by Natural Heritage as endangered species habitat? No

Are there documented state-designated wetlands on the site? Yes

Are there documented vernal pools on the site? None

Is the site within a local, state or federal Historic District? No

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? No

Has the site or any building(s) on the site been designated as a local, state or national landmark? No

Are there existing buildings and structures on site? A demolished building foundation is on the easternmost portion

Does the site include documented archeological resources? not aware of any

Does the site include significant areas of ledge? No

Does the site include areas with slopes greater than 10%? No

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? No

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site prepared, signed and stamped by a registered engineer or land surveyor. Plans should be prepared at a scale of 1"=100' or 1"= 200' and should include the following information:

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography (2' contours)
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground)
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the site (such as those available online) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

2.3 Site/Context Photographs

Please provide photographs of the site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including available narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District nomination(s)

2.5 By-Right Site Plan *(if available)*

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the site without any consideration being given to its potential for development under Chapter 40B.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

Name of Proposed Project: Thorndike Place

Project Type (mark both if applicable): New Construction ☒ Rehabilitation ☐ Both ☐

Total Number of Dwelling Units: 219

Total Number of Affordable Units: 55

Number of 50% AMI Affordable Units: 0

Number of 80% AMI Affordable Units: 55

Number of Market Rate Units: 156

Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	26	23	6	0
Number of Bathrooms	0	1	2	2.5	0
Square Feet/Unit	0	772	1,085	1,325	0

Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	78	69	17	0
Number of Bathrooms	0	1	2	2.5	0
Square Feet/Unit	0	772	1,085	1,325	0

Percentage of Units with 3 or More Bedrooms*: 10.5%

* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

Number of Handicapped Accessible Units: 11 Market Rate: 153 Affordable: 55

Gross Density (units per acre): 12.8

Net Density (units per buildable acre): 43.8

Residential Building Information

Building Type and Style <i>(single-family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Townhouse	Construction	2.5	32'	27,000	6
Multi-family	Construction	4	53'	93,200	1
Multi-family	Construction	4	53'	125,600	1

Non-Residential Building Information

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
n/a	n/a	n/a	n/a	n/a	n/a

Will all features and amenities available to market unit residents also be available to affordable unit residents?

If not, explain the differences: Yes

Parking

Total Parking Spaces Provided: 304

Ratio of Parking Spaces to Housing Units: 1.4

Lot Coverage *(Estimate the percentage of the site used for the following)*

Buildings: 9.4

Parking and Paved Areas: 11.4

Usable Open Space: 64+/-

Unusable Open Space: 15.2

Lot Coverage: 20.8

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No No

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1"=200', and should show

- Proposed site grading (2' contours)
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style and exterior materials; site layout; and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called [Approach to Chapter 40B Design Reviews](#) prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area; frontage; front, side and rear setbacks; maximum building coverage; maximum lot coverage; height; number of stories; maximum gross floor area ratio; units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Rental Projects

Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.

Name of Proposed Project: Thorndike Place

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant ☒

Under Purchase and Sale Agreement ☐

Under Option Agreement ☐

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: N/A

Grantee/Buyer: N/A

Grantee/Buyer is (check one):

Applicant ☐ Development Entity ☒ Managing General Partner of Development Entity ☐

General Partner of Development Entity ☐ Other (explain) _____

Are the Parties Related? N/A

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): November 12, 2009 - transfer to LLC on May 19, 2015

Purchase Price: \$1,500,000.

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: N/A

Expiration Date: N/A

If an extension has been granted, date of extension: N/A

If an extension has been granted, new expiration date: N/A

Purchase Price: N/A

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes ☐ No ☒

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant Yes

Under Purchase and Sale Agreement N/A

Under Option Agreement N/A

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: Arlington Land Realty Trust

Grantee/Buyer: Arlington Land Realty LLC

Are the Parties Related? Yes

For Easements

Date(s) of Easement(s): N/A

Purchase Price: N/A

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: N/A

Expiration Date: N/A

If an extension has been granted, date of extension: N/A

If an extension has been granted, new expiration date: N/A

Purchase Price: N/A

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Rental 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: Thorndike Place

Initial Capital Budget (please enter “0” when no such source or use is anticipated)

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	13,745,496
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	4,457,083
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity	land acquisition	4,100,000
Public/Soft Debt		
Subordinate Debt		
Permanent Debt		42,084,329
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	42,084,329
Additional Source (please identify)		
Additional Source (please identify)		
Total Sources		\$ 64,386,908

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	4,100,000

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual)	
Actual Acquisition Cost: Land	4,100,000
Actual Acquisition Cost: Buildings	
Subtotal – Acquisition Costs	4,100,000
Construction Costs – Building Structural Costs (Hard Costs)	
Building Structure Costs	41,068,800
Hard Cost Contingency	2,203,440
Subtotal – Building Structural Costs (Hard Costs)	43,272,240
Construction Costs – Site Work (Hard Costs)	
Earth Work	400,000
Utilities: On Site	100,000
Utilities: Off-Site	100,000
Roads and Walks	600,000
Site Improvement	300,000
Lawns and Planting	150,000
Geotechnical Condition	100,000
Environmental Remediation	250,000
Demolition	
Unusual Site Conditions/Other Site Work	2,250,000
Subtotal –Site Work (Hard Costs)	4,250,000
Construction Costs – General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	
Builder's Overhead	
Builder's Profit	
Subtotal – General Conditions Builders Overhead and Profit (Hard Costs)	0
General Development Costs (Soft Costs)	
Appraisal and Marketing Study (not 40B "as is" appraisal)	10,000
Marketing and Initial Rent Up (include model units, if any)	325,000
Real Estate Taxes (during construction)	215,000
Utility Usage (during construction)	10,000
Insurance (during construction)	60,000
Security (during construction)	
Inspecting Engineer	

Item	Budgeted
General Development Costs (Soft Costs) – Continued	
Fees to Others	42,000
Construction Loan Interest	1,512,406
Fees to Construction Lender	420,843
Fees to Permanent Lender	420,843
Architecture/Engineering	
Survey, Permits, etc.	675,000
Clerk of the Works	
Construction Manager	200,000
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	
Environmental Engineer	450,000
Legal	300,000
Title (<i>including title insurance</i>) and Recording	15,000
Accounting and Cost Certification (<i>incl. 40B</i>)	20,000
Relocation	
40B Site Approval Processing Fee	2,500
40B Technical Assistance/Mediation Fund Fee	2,500
40B Land Appraisal Cost (<i>as-is value</i>)	
40B Final Approval Processing Fee	
40B Subsidizing Agency Cost Certification	6,570
Examination Fee	
40B Monitoring Agent Fees	15,000
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees	
Development Consultant	130,000
Other Consultants (<i>describe</i>) <u>peer review</u>	30,000
Other Consultants (<i>describe</i>) _____	
Syndication Costs	
Soft Cost Contingency	295,000
Other Development (Soft) Costs	1,540,922
Subtotal – General Development Costs (Soft Costs)	6,698,584
Developer Fee and Overhead	
Developer Fee	5,827,083
Developer Overhead	
Subtotal – Developer Fee and Overhead	5,827,083
Capitalized Reserves	
Development Reserves	
Initial Rent-Up Reserves	
Operating Reserves	239,000
Net Worth Account	
Other Capitalized Reserves	
Subtotal – Capitalized Reserves	239,000

Summary of Subtotals

Item	Budgeted
Acquisition: Land	4,100,000
Acquisition: Building	
Building Structural Costs (Hard Costs)	43,272,240
Site Work (Hard Costs)	4,250,000
Builder's Overhead, Profit and General Conditions (Hard Costs)	0
Developer Fee and Overhead	5,827,083
General Development Costs (Soft Costs)	6,698,584
Capitalized Reserves	239,000
Total Development Costs (TDC)	64,386,907
Summary	
Total Sources	64,386,908
Total Uses (TDC)	64,386,907

Projected Developer Fee and Overhead*: 5,827,083

Maximum Allowable Developer Fee and Overhead**: 5827083

Projected Developer Fee and Overhead equals 100% of Maximum Allowable Fee and Overhead

* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.

** Maximum Allowable Developer Fee and Overhead is calculated as follows: 5% of acquisition costs, plus 15% of the first \$3 million of fee-based development costs, plus 12.5% of fee-based development costs between \$3 and \$5 million, plus 10% of fee-based development costs in excess of \$5 million (Per DHCD QAP Guidelines).

Initial Unit/Rent Schedule

Affordable Units @ 80% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units		26	23	6	
Number Square Feet		772	1085	1325	
Monthly Rent		1112	1317	1576	
Utility Allowance		123	165	204	

Affordable Units @ 50% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					
Utility Allowance					

Describe utility allowance assumptions (*utilities to be paid by tenants*): _____

all utilities paid by tenants except w/s _____

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units		78	69	17	
Number Square Feet		772	1085	1325	
Monthly Rent		2100	3000	3500	

Initial Rental Operating Pro-Forma (for year one of operations)

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lender: TD Bank	42084329
Annual Rate		5.75
Term		25
Amortization		25
Lender Required Debt Service Coverage Ratio		1.25
Gross Rental Income		5987508
Other Income (utilities, parking)		55684
Less Vacancy (Market Units)	5% (vacancy rate)	-361452
Less Vacancy (Affordable Units)	5% (vacancy rate)	-41195
Gross Effective Income		5640544
Less Operating Expenses	Per Unit: 7622	1669216
Net Operating Income		3971328
Less Permanent Loan Debt Service		3177062
Cash Flow		794266
Debt Service Coverage		1.25

Describe "other income": ,misc fees for pets, hook-ups, services

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	1669216
Assumed Maximum Operating Expense/Unit*	Number of Units: 219	7622

* MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project, including location, number of units and type of building (townhouse, garden style, etc.);
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

NOTE: Binding Construction and Permanent Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.

5.2 Market Rental Comparables *(required)*

Please provide a listing of market rents being achieved in properties comparable to the proposed project.

5.3 Market Study *(if available)*

MassHousing may require a market study at Final Approval for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION AND CERTIFICATION

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.

Name of Proposed Project: Thorndike Place

Development Team

Developer/Applicant: Arlington Land Realty, LLC

Development Consultant (if any): Borrego Solar, LEC, MDM, SEB

Attorney: Stephanie A. Keifer, Smolak & Vaughan LLP

Architect: Oaktree/GSX LLC

Contractor: TBD

Lottery Agent: SEB

Management Agent: TBD

Other (specify): n/a

Other (specify): n/a

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering	yes	
Local Permitting		SEB
Financing Package	yes	
Construction Management	yes	
Other	n/a	

Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii) the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g., natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities that have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.

"Principal or Controlling Entities" shall include all persons and entities (e.g., natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;*
- (ii) approve the appointment of a property manager; and/or*
- (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy or incur additional indebtedness.*

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

Applicant

Name of Applicant: Arlington Land Realty, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):
LLC

State in which registered/formed: MA

List **all** Managing Entities of Applicant (*you must list at least one*):

Peter S. Mugar - Manager

List **all** Principals and Controlling Entities of Applicant and (*unless the Managing Entity is an individual*) its Managing Entities (*use additional pages as necessary*):

Peter S. Mugar - Manager

List **all** Affiliates of Applicant and its Managing Entities (*use additional pages as necessary*):

New entity - no affiliates

2. Proposed Development Entity

Name of Proposed Development Entity: Arlington Land Realty, LLC

Entity Type *(limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):*
LLC

State in which registered/formed: MA

List all Managing Entities of Proposed Development Entity *(you must list at least one):* _____
Peter S. Mugar - Manager

List all Principals and Controlling Entities of Proposed Development Entity and *(unless the Managing Entity is an individual)*
its Managing Entities *(use additional pages as necessary):* _____
Peter S. Mugar - Manager

List all Affiliates of Proposed Development Entity and its Managing Entities *(use additional pages as necessary):* _____
New entity - no affiliates

Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted *(use additional pages as necessary)*.

40B Project	Applicant or Team Member	Role	Municipality	Number of Units/Type	Year Completed	Cost Cert Submitted?
Consultant, SEB	Has many years	40B experience				

Certification

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ☐ No ☒

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ☐ No ☒

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ☐ No ☒

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ☐ No ☒

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ☐ No ☒

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ☐ No ☒

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ☐ No ☒

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ☐ No ☒

I further certify that the information set forth set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature: _____

Name: Peter S. Mugar

Title: Manager

Date: 5/26/15

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)

6.2 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Thorndike Place

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: March 23, 2015

Date copy of complete application sent to chief elected office of municipality: _____

Date notice of application sent to DHCD: _____

May 19, 2015

Fees *(all fees should be payable to MassHousing)*

MassHousing Application Processing Fee (\$2500):

\$2,500

Chapter 40B Technical Assistance/Mediation Fee

\$2,500

a. Base Fee:

(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)

\$6,570

b. Unit Fee *(all projects)* \$30 per Unit:

\$9,070

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*:

\$11,570

Total Fees Due:

Land Appraisal Cost

You will be required to pay for an “as-is” market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

Required Attachments Relating to Section 7

- 7.1** Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2** Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the chief elected official of municipality (may be submitted after the application is submitted to MassHousing)
- 7.3** Copy of notice of application sent to DHCD
- 7.4** Check made payable to MassHousing for Processing Fee (\$2500)
- 7.5** Check made payable to MassHousing for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)

Application Checklist

The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

- ☒ * Completed application form, and certification under pains and penalties of perjury (*one (1) signed original accompanied by two (2) copies of the complete application package*)
- ☒ * Location Map
- ☒ Tax Map
- ☒ * Directions to the Proposed Site
- ☒ * Existing Conditions Plan
- ☒ Aerial Photographs
- ☒ Site/Context Photographs
- ☒ * Documentation Regarding Site Characteristics/Constraints
- ☒ * By Right Site Plan, if Applicable
- ☒ * Preliminary Site Layout Plan(s)
- ☒ * Graphic Representations of Project/Preliminary Architectural Plans
- ☒ * Narrative Description of Design Approach
- ☒ * Tabular Zoning Analysis
- ☒ Sustainable Development Principles Evaluation Assessment Form
- ☒ * Evidence of Site Control (*documents and any plans referenced therein*)
- ☐ Land Disposition Agreement, if Applicable
- ☒ * NEF Lender Letter of Interest
- ☒ Market Rental Comparables
- ☐ Market Study, if Required by MassHousing
- ☒ * Development Team Qualifications
- ☐ Applicant's Certification (*any required additional sheets*)
- ☒ Narrative describing prior contact (*if any*) with municipal officials
- ☒ * Evidence that a copy of the application package has been received by the chief elected official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- ☒ Copy of Notification Letter to DHCD
- ☒ * Fees (\$5,000 plus \$30 per unit of housing proposed) payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)

[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]

ADDENDUM TO RENTAL APPLICATION - 12 TOWNHOMES FOR SALE

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

Name of Proposed Project: Townhomes

Project Type (mark both if applicable): New Construction ☒ Rehabilitation ☐ Both ☐

Total Number of Dwelling Units: 14

Total Number of Affordable Units: 3

Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units				3	
Number of Bathrooms				2.5	
Square Feet/Unit				1950	

Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units				9	
Number of Bathrooms				2.5	
Square Feet/Unit				1950	

Percentage of Units with 3 or More Bedrooms*: 100

* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

Number of Handicapped Accessible Units: 0 Market Rate: _____ Affordable: _____

Gross Density (units per acre): _____

Net Density (units per buildable acre): _____

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Homeownership 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: Townhomes

Initial Capital Budget (please enter "0" when no such sales/revenue or cost is anticipated)

Sales/Revenue

Market	<u>6,405,750</u>
Affordable	<u>482,400</u>
Identity of Interest (Market)	<u></u>
Other Income	<u></u>
Total Sales/Revenue	<u>6,888,150</u>

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	<u>1,000,000</u>

Costs

Item	Budgeted
------	----------

Acquisition Cost

Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	<u>1,000,000</u>
Subtotal – Acquisition Costs	<u>1,000,000</u>

Construction Costs – Residential Construction (Hard Costs)

Building Structure Costs	<u>3,360,000</u>
Hard Cost Contingency	<u>182,650</u>
Subtotal – Residential Construction (Hard Costs)	<u>3,542,650</u>

Costs

Item	Budgeted
------	----------

Construction Costs – Site Work (Hard Costs)

Earth Work	200,000
Utilities: On Site	
Utilities: Off Site	
Roads and Walks	100,000
Site Improvement	150,000
Lawns and Planting	50,000
Geotechnical Condition	
Environmental Remediation	
Demolition	
Unusual Site Conditions/Other Site Work	
Subtotal – Site Work (Hard Costs)	500,000

Construction Costs – General Conditions, Builders Overhead and Profit (Hard Costs)

General Conditions	
Builder's Overhead	
Builder's Profit	
Subtotal – General Conditions Builder's Overhead and Profit (Hard Costs)	0

General Development Costs (Soft Costs)

Appraisal and Marketing Study (not 40B "as is" appraisal)	4,000
Lottery	24,120
Commissions/Advertising-Affordable	
Commissions/Advertising-Market	304,273
Model Unit	5,000
Closing Costs (unit sales)	12,000
Real Estate Taxes (during construction)	20,000
Utility Usage (during construction)	5,000
Insurance (during construction)	20,000
Security (during construction)	
Inspecting Engineer	
Fees to Others	
Construction Loan Interest	166,000
Fees to Construction Lender	37,500
Architectural	340,000
Engineering	65,000
Survey, Permits, etc.	36,530
Clerk of the Works	
Construction Manager	25,000

Item	Budgeted
General Development Costs (Soft Costs) – Continued	
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	
Legal	50,000
Title (<i>including title insurance</i>) and Recording	42,000
Accounting and Cost Certification (<i>incl. 40B</i>)	10,000
Relocation	
40B Site Approval Processing Fee	
40B Technical Assistance/Mediation Fund Fee	
40B Land Appraisal Cost (<i>as-is value</i>)	
40B Final Approval Processing Fee	
40B Subsidizing Agency Cost Certification Examination Fee	
40B Monitoring Agent Fees	7,500
40B Surety Fees	
Other Financing Fees	
Development Consultant	
Other Consultants (<i>describe</i>)	
Other Consultants (<i>describe</i>)	
Soft Cost Contingency	20,000
Other General Development (Soft) Costs	
Subtotal – General Development Costs (Soft Costs)	1,193,923
Developer Overhead	
Developer Overhead	48,000
Subtotal – Developer Overhead	48,000
Summary of Subtotals	
Sales/Revenue	6,888,150
Site Acquisition	1,000,000
Residential Construction	3,542,650
Site Work	500,000
Builder's Overhead, Profit and General Conditions	0
General Development Costs	1,193,923
Developer Overhead	48,000
Summary	
Total Sales/Revenue	6,888,150
Total Development Costs (TDC)	6,284,573
Profit (Loss) from Sales/Revenue	603,577
Percentage of Profit (Loss) Over the Total Development Costs	9.60%

Section VI: Sustainable Development Characteristics

Please describe below any aspects of the Project which are in keeping with the ten Massachusetts Sustainable Development Principles (attached).

SUSTAINABLE DEVELOPMENT PRINCIPLES

THORNDIKE PLACE

<p>1. CONCENTRATE DEVELOPMENT & MIX USES. Support revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, integrates uses, and fosters a sense of place. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place introduces higher density residential development to the residential & commercial neighborhood. ▪ The compact project produces mixed income multi-family housing with residential neighbors on one side and preserved conservation land on the other. Six ownership duplex townhouses complete and complement the existing streetscape on Dorothy Road. ▪ The project utilizes existing water infrastructure and improves storm water management. ▪ The site is located to maximize easy access to the Alewife T station, buses and the Minuteman Bike Path as well as an easy walk to a wide range of amenities including retail, places of employment, houses of worship, recreational opportunities, etc. ▪ The proposal's civil design program will alleviate neighborhood flooding conditions caused by site's current topography.
<p>2. ADVANCE EQUITY. Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning to ensure social, economic, and environmental justice.</p>	<ul style="list-style-type: none"> ▪ Preliminary economic indicators point to positive impacts to the community of this development given the mix of one, two and 3 bedroom units as well as twelve 3 bedroom townhouses. ▪ The project creates affordable housing in a community whose residents are predominantly middle income and/or meets a regional need.
<p>3. MAKE EFFICIENT DECISIONS. Make regulatory and permitting processes for development clear, predictable, coordinated, and timely in accordance with smart growth and environmental stewardship.</p>	<ul style="list-style-type: none"> ▪ The 40B approach to the project provides an efficient permitting process that will minimize time to construction and sustain the focus on the need for affordable housing in this community. A neighborhood meeting to present and discuss the proposal is planned. It is not required by the 40B process; the Development team wishes to have a direct dialogue with neighbors.
<p>4. PROTECT LAND AND ECOSYSTEMS. Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic</p>	<ul style="list-style-type: none"> ▪ The site is approximately 17 acres, approximately 10 of which can be restored for use by Arlington residents and the public. ▪ The proposed development greatly improves the site conditions, including a neglected

landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.	<p>wetland that regularly floods into the yards of the surrounding residential neighborhood.</p> <ul style="list-style-type: none"> ▪ Currently the site is used for dumping trash and a homeless hangout.
5. USE NATURAL RESOURCES WISELY. Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.	<ul style="list-style-type: none"> ▪ Thorndike Place will be LEED certifiable, employing Oaktree's patented GreenStaxx system and using the most advanced energy efficient technologies and systems. ▪ Units will be supplied with Energy Star rated appliances and low flow fixtures, reducing waste and conserving resources. ▪ The site development will mitigate negative impacts to wetland resources.
6. EXPAND HOUSING OPPORTUNITIES. Support the construction and rehabilitation of housing to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit and where services are available. Foster the development of housing, particularly multifamily and smaller single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.	<ul style="list-style-type: none"> ▪ The project increases the number of rental units available to residents of Arlington including low- or moderate-income households ▪ The project expands the affordable housing stock in Arlington by adding 55 units of lower rent housing. ▪ Thorndike Place increases Arlington's percentage of affordable inventory by 219 units. ▪ The project will provide 11 handicap accessible units for those with disabilities. ▪ Six ownership duplex townhouses are designed similar to those existing on Dorothy St. These townhouses and additional trees will screen the larger scale building which also will be set back.
7. PROVIDE TRANSPORTATION CHOICE. Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality.	<ul style="list-style-type: none"> ▪ The site is within walking distance to the Red Line and 10 bus routes and is located next to the Minuteman Bike Path.
8. INCREASE JOB & BUSINESS OPPORTUNITIES. Attract businesses and jobs to locations near housing, infrastructure, and transportation options.	<ul style="list-style-type: none"> ▪ The project creates housing near job opportunities in the retail, service, education, health and professional sectors. ▪ Alewife's Red Line provides access to major centers.
9. PROMOTE CLEAN ENERGY. Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.	<ul style="list-style-type: none"> ▪ Thorndike Place will use GreenStaxx, Oaktree's unique, patented system that is less expensive to maintain at a lower operating cost due to: Energy Star appliances, individually controlled, cost-saving energy efficient HVAC systems, water-conserving plumbing fixtures, LED lighting, operable highly insulated windows and the most advanced exterior wall

	<p>construction.</p> <ul style="list-style-type: none"> ▪ As a transit-oriented development, residents of Thorndike Place will have numerous alternatives to owning and operating a car.
<p>10. PLAN REGIONALLY. Support the development and implementation of local and regional plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the larger Commonwealth.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place supports a local and regional housing need and provides moderate priced housing within a convenient commute to higher educational facilities as well as numerous job opportunities in the greater Boston area. ▪ The contribution of 10+ acres for conservation offers the Town opportunity to improve a neglected, even dangerous, site.

1.1

Location Map

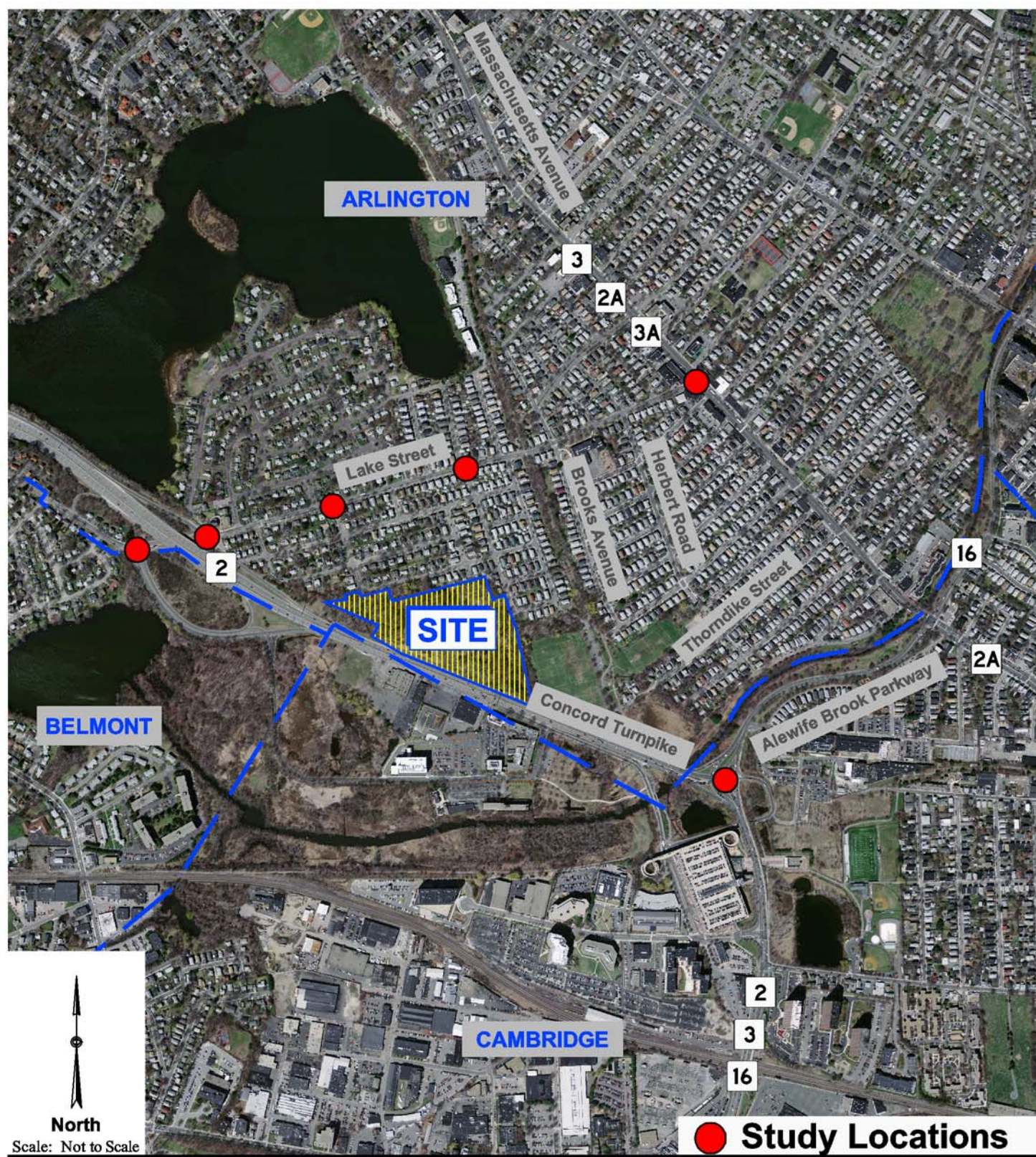
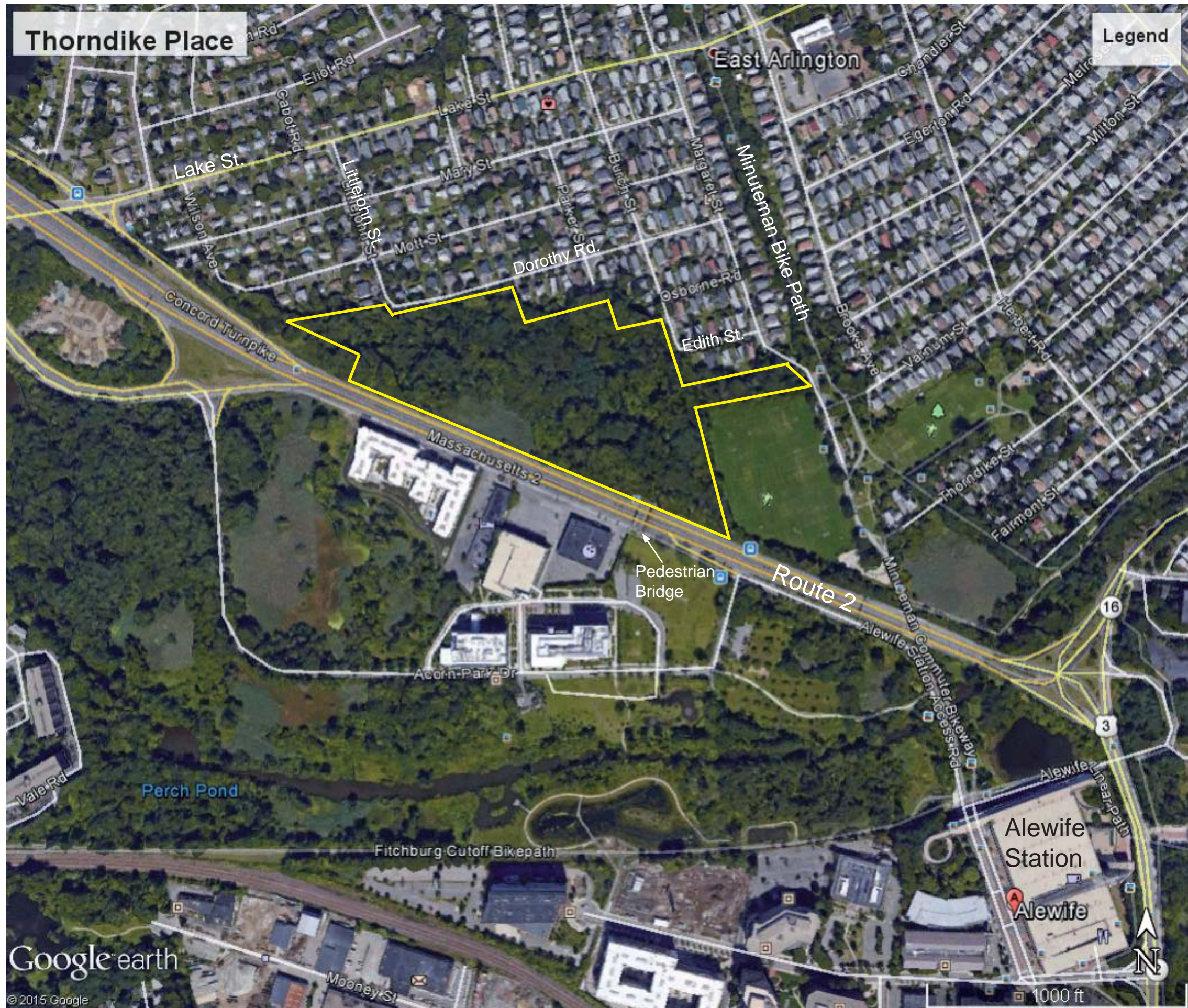


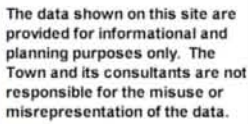
Figure 1

Site Location



1.2

Tax Map



1.3

Directions to the Site



Drive 8.5 miles, 22 min


















Directions from **One Beacon Street** to **58 Dorothy Rd**

One Beacon Street

Boston, MA 02108


Take **I-93 N** and **MA-16 W** to **Margaret St** in Arlington

8.2 mi / 20 min

-  1. Head **west** on **Beacon St** toward **Tremont Pl**
141 ft
-  2. **Beacon St** turns **right** and becomes **Somerset St**
338 ft
-  3. **Somerset St** turns **left** and becomes **Ashburton Pl**
230 ft
-  4. Slight **right** toward **Bowdoin St**
190 ft
-  5. Slight **right** onto **Bowdoin St**
0.1 mi
-  6. Turn **right** onto **Cambridge St**
440 ft
-  7. Turn **left** at the 1st cross street onto **Sudbury St**
0.2 mi
-  8. Continue onto **Haymarket Square**
0.1 mi
-  9. Turn **left** onto the **Interstate 93 N** ramp to **Concord NH**
1.1 mi
-  10. Merge onto **I-93 N**
2.9 mi
-  11. Take exit **31** for **Massachusetts 16/Mystic Valley Pkwy** toward **Arlington**
0.2 mi
-  12. Merge onto **MA-16 W/Mystic Valley Pkwy**
1.9 mi
-  13. At the traffic circle, take the **2nd** exit onto **MA-16 W**
0.6 mi
-  14. Turn **right** onto **Broadway**
0.2 mi
-  15. Turn **left** onto **Cleveland St**
0.3 mi
-  16. Turn **right** onto **Massachusetts Ave**
203 ft
-  17. Turn **left** onto **Lake St**
0.3 mi

Drive to Dorothy Rd

0.3 mi / 1 min

 18. Turn **left** onto **Margaret St**

0.1 mi

 19. Turn **right** onto **Dorothy Rd**

 Destination will be on the left

0.1 mi

58 Dorothy Rd

Arlington, MA 02474

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2015 Google

2.1

Existing Conditions Plan

Existing Conditions:

The existing site is 17.7 acres in size with property bounded to the north by Dorothy Road, Parker Street (dead end), on the south by Route 2, to the west by residential uses, and to the east by the Town of Arlington Thorndike playing fields and Burch Street. The topography is undulating with small to medium sized depressions in the northerly portion of the site. To the north the site elevations range from 9 feet to 11 feet and the frontage with Route 2 ranges from elevation 6 feet to 10 feet. All elevations are in NGVD 29. The most westerly portion of the site is the highest in elevation (approx. 12+ feet). Soils are generally highly decomposed organic material over loose sandy and gravelly glaciofluvial deposits. There are wetland resources within the parcel as well as 100-year floodplain. Much of the site is forested with extensive areas overrun with invasive species: Bitterroot, Japanese Knotweed, and Multi-flora rose.

Groundwater levels are based on test pits/boring completed during an earlier geotechnical study and are generally 3 feet to 6 feet in depth depending on boring locations. Further analysis/testing will be necessary.

Note:



SP - special permit

Blank - not permitted

SECTION 5.04 - TABLE OF USE REGULATIONS

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01
ART.2, STM 9/04; ART. 11, ATM 4/09

Principal Use	R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 16, ATM 4/01 Residential^a																			
ART'S. 81,87 ATM 4/80 1.01 Single-family detached ^b dwelling	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
ART.5, ATM 4/05 1.01a Six or more single-family dwellings on one or more contiguous lots	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP			
1.02 Two-family dwelling, duplex house ART.5, ATM 4/05			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
1.02a Six or more units in two-family or duplex houses on one or more contiguous lots			SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP			
ART 41, STM 3/82; ART.97, ATM 3/87 1.03 Three-family dwelling				SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		SP			
ART.2, STM 9/04 1.04 Town House structure				SP	SP	SP	SP	SP	SP	SP	SP	SP		SP	SP	SP			
ART.2, STM 9/04 1.05 Apartment House						SP	SP	SP		SP	SP	SP	SP	SP	SP	SP			
1.06 Dormitory				SP	SP	SP	SP	SP							SP	SP			
1.07 Licensed Lodging House				SP	SP	SP	SP	SP	SP					SP		SP			
1.08 Rehabilitation Residence				SP	SP	SP			SP						SP	SP			
1.09 Hotel, Motel											SP	SP	SP	SP		SP			
1.10 Conversion to apartments at a maximum density of 18 dwelling units per acre with no alteration to the exterior of the building						SP	SP		SP										
ART. 13, ATM 5/91 1.11 Conversion of one or two-family dwel- ling or structure originally designed as a one or two-family dwelling to licensed bed and breakfast	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP					

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART.2, STM 9/04; ART. 11, ATM 4/09:

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 13, ATM 5/91																				
1.12	Conversion of one or two-family dwelling or structure originally designed as one or two-family dwelling to licensed bed and breakfast home	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP					
ART. 2, STM 12/98, ART.2, STM 9/04																				
1.13	Assisted Living							SP					SP			SP				
Institutional & Educational																				
ART.2, STM 9/04																				
2.01	Community center, youth club, adult education center, settlement house or other similar facility operated by an educational, religious or non-profit institution	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		SP		SP	SP	SP			
ART.2, STM 9/04																				
2.02	Private club or lodge operated not for profit and for members only				SP		SP	SP	SP	SP	SP	SP	SP	Yes	SP	SP	SP	SP		
2.03	Hospital															SP				
ART. 84, ATM 4/80																				
2.04	Licensed nursing home, rest home, convalescent home	SP ^c	SP ^c	SP ^c	SP	SP	SP	SP	SP							SP	SP			
ART. 15, ATM 5/91; ART. 5, ATM 4/00																				
2.05	Church, place of worship or other religious purpose	SP	SP	SP	SP	SP	Yes	Yes	Yes	SP	SP	SP	SP	SP	SP	SP	SP	SP		
2.06	Day nursery, nursery school, kindergarten, day care center, after school programs or other similar uses related to the education, cultural enrichment or care of children	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP			
ART. 5, ATM 4/00																				
2.07	Educational purpose including religious, sectarian and non-sectarian, denominational, private or public school, not conducted as a private gainful business	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 68, ATM3/77																				
2.08	School, college or other institution, such as a trade, driving, music, dancing, martial arts or professional school conducted as a private gainful business										Yes	Yes	Yes	Yes	Yes					
ART. 5, ATM 4/88																				
2.09	Town or nonprofit cemetery, mausoleum or crematorium	SP	SP																	
2.10	Library, museum or art gallery open to the public or connected with a permitted educational use and not conducted as a private gainful business	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		SP					
Agricultural																				
3.01	Sales place for flowers as a principal not accessory use, garden supplies, agricultural produce, conducted partly or wholly outdoors, commercial greenhouse or garden										Yes	Yes	Yes	Yes	Yes	Yes				
ART. 5, ATM 4/00, ART. 14, ATM 4/01																				
3.02	Farm (except the raising of livestock or poultry) or market garden but in no case shall goods or produce be sold that are not the natural products of the premises in question	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Public, Recreational and Entertainment																				
ART. 14, ATM 4/01																				
4.01	Park, playground, or outdoor recreation facility not conducted as a private gainful business	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
4.02	Recreation building, not conducted as a private gainful business				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		
4.03	Fire station				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		
4.04	Police station				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
4.05	Town office building				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		
4.06	United States Post Office										SP	SP	SP	SP	SP		SP			
4.07	Yard, building and structures for general public construction, maintenance, operations and equipment storage such as a highway or water department; including open air storage of motor vehicles or heavy equipment, pipes or poles, sand, gravel or other earth products, or other materials or equipment				SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		SP	SP		
ART.2, STM 9/04																				
4.08	Country, fishing, tennis, swimming, skating, golf club or other outdoor recreation facility not conducted as a private gainful business	SP	SP	SP	SP	SP	SP	SP	SP						SP	SP	SP			
4.09	Outdoor amusement park, theater, sports facility, or recreational facility conducted for a profit											SP	SP							
ART. 86, ATM 4/80; ART.2, STM 9/04																				
4.10	Enclosed entertainment and recreation facilities including a bowling alley, health club, skating rink or other recreation activity conducted for a profit										SP	SP	SP	SP	SP	SP	SP	SP		
4.11	Indoor motion picture theater										SP	SP	SP	SP	SP		SP			
ART.2, STM 9/04																				
4.12	Enclosed entertainment and recreation facilities not conducted as a private gainful business	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		
ART. 103, ATM 3/83;ART. 17, ATM 4/97																				
4.13	Adult Uses														SP					
ART. 14, ATM 4/01																				
4.14	Conservation land																			Yes

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
Utility, Transportation and Communications																				
5.01	Bus, rapid transit or railroad station										SP	SP	SP	SP	SP		SP			SP
5.02	Motor freight terminal and warehousing													SP					SP	
5.03	Telephone exchange, transformer station, substation, gas regulator station or pumping station; water storage, pumping or standpipe; sewage pumping station	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP			SP
ART. 17, STM 5/80	Radio or television studio or receiving facility without wireless transmitting facilities								Yes	Yes	Yes	Yes	SP	Yes	Yes	Yes	SP		Yes	
ART. 9, STM 5/97	5.04a Radio or television studio or receiving facility licensed by the Town and in a structure under the jurisdiction of the Town and without wireless transmitting facilities																			
ART. 14, STM 5/80; ART. 98, ATM 3/87	5.05 Automobile parking area or structure owned or operated by the Town or other governmental agency																			
		SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP			SP
5.06	Commercial off-street parking area or structure for the parking or storage on a fee basis of automobiles and light commercial vehicles with a rated capacity of 1 ton or less provided no repairs, servicing or sale of gasoline is carried on																SP			SP

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7		B1	B2	B2A	B3	B4	B5		MU	PUD	I	T	OS
5.07	Non-residential surface parking lot in a residential district serving a business use in an adjoining B3 or B5 district and entered from said B3 or B5 district provided no business, sales, service, or loading operations are performed, and providing there is compliance with the screening provisions of section 8.12	SP	SP	SP	SP	SP	SP	SP	SP													
5.08	Residential surface parking serving residential uses in another zoning district providing all of the following are present: the lot used for parking abuts the residential property it serves for at least 50 ft.; both lots are under common ownership; and there is compliance with the screening provisions of section 8.12	SP	SP	SP	SP	SP	SP	SP	SP		SP	SP	SP	SP	SP	SP			SP		SP	
ART. 14, STM 5/80, ART. 14, ATM 4/01																						
5.09	Bikeway																					Yes
ART. 14, STM 5/80; ART. 5, ATM 4/00																						
5.10	The extension of any use into a T District, for uses allowed by right or by special permit in an adjacent zoning district																					
ART. 11, STM 5/97																						
5.11	Wireless Communications Facility																					
5.11a	located on a building under the jurisdiction of the Town, provided that no antenna or other part of the facility extends more than 15 feet, or 25% of the height of the building, whichever is less, above the highest point of the building on which it is located	SP	SP	SP			SP	SP	SP			SP	SP	SP		SP					SP	

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

		District																				
Principal Use		R0	R1	R2	R3	R4	R5	R6	R7		B1	B2	B2A	B3	B4	B5		MU	PUD	I	T	OS
ART. 15, ATM 5/91; ART. 4, STM 5/97; ART. 14, ATM 4/01; ART. 2, STM 9/04; ART. 11, ATM 4/09	5.11b located on a building not under the jurisdiction of the Town, provided that no antenna or other part of the facility extends more than 15 feet, or 25% of the height of the building, whichever is less, above the highest point of the building on which it is located						SP	SP	SP			SP	SP	SP	SP	SP		SP	SP			
ART. 3, STM 10/97	5.11c located on a building not under the jurisdiction of the Town, but protected under the provisions of Chapter 40A Section 3 (religious and educational uses), provided that no antenna or other part of the facility extends above the highest point of the building on which it is located																					
ART. 4, ATM 4/99	5.11d located on a pole whose primary purpose is to support electrical light, telephone, or power utility lines, provided that no part of facility shall be located higher than 40 feet above the ground and that the facility shall have a total volume not greater than two cubic feet		SP	SP		SP					SP											
ART. 9, ATM 4/10	5.12 Ground-Mounted Solar Photovoltaic Installation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes		Yes			Yes	Yes
																					Yes	

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
Commercial & Storage																				
Vehicular Oriented Businesses																				
6.01	Sale or rental of automobiles and other motor vehicles, or tires or other motor vehicle accessories, and accessory storage conducted entirely within an enclosed structure provided any accessory repair operations shall be sufficiently sound-insulated to protect the neighborhood from inappropriate noise; any flashing, fumes, gases, smoke and vapor shall be effectively confined to the premises																SP	SP		
6.02	Outdoor sales and storage of undamaged and operable automobiles																SP	Yes		
6.03	Automobile repair garage (not including a junk yard or open storage of abandoned automobiles or other vehicles, body work, or automotive painting.)																SP	SP		
ART. 41, STM 3/82																				
6.04	Car washing establishment using mechanical equipment for the purpose of cleaning automobiles and other vehicles																SP	SP		
6.05	Gasoline filling station for the retail sale of gasoline, oil, and auto accessories and minor automotive repairs and servicing such as lubricating, tune-ups, adjusting, and repairing brakes, tire service, radiator cleaning and flushing, washing and polishing, minor servicing and repair of carburetors, fuel pumps, and wiring, and minor motor adjustments not involving removal of the head or crankcase																SP			

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
Personal, Consumer and Business Services																				
6.06	Printing shop engaged in sheet fed job printing (not a printing plant, photographer's studio or other similar use; engaged in roll fed web printing)										Yes	Yes	Yes	Yes	Yes					
ART. 68, ATM 3/77																				
6.07	Bank, credit union, trust company or similar financial institution with more than 2,000 square feet of gross floor area and any of the above of any size drive-up service											SP	SP	SP	SP		SP			
6.07a	Less than 2,000 square feet of gross floor area										Yes	Yes	Yes	Yes	Yes					
6.08	Personal service establishments, for example, barber shop, beauty shop, laundry and dry cleaning pickup agency, shoe repair, self-service laundry. Hand laundry, dry cleaning and tailoring uses permitted in B districts provided personnel is limited to five persons at any one time										Yes	Yes	Yes	Yes	Yes					
6.08a	Hand laundry, dry cleaning and tailoring uses with more than 5 employees on the premises at any one time										SP	Yes	Yes	Yes	Yes					
6.09	Consumer service establishments, for example, upholsterer, lawnmower or appliance repairman, or small tool and equipment rental shop, providing personnel is limited to five persons at any one time										SP	Yes	Yes	Yes	Yes					
6.09a	With more than 5 employees on premises at any one time											SP	SP	SP	SP					

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
6.10	Funeral Home						SP	SP	SP	Yes	Yes	SP	Yes		Yes					
6.11	Veterinary and animal care, provided the boarding of animals is clearly accessory to their medical care, and providing all facilities are within an enclosed building											Yes	Yes	Yes	Yes	Yes				
Eating & Drinking																				
ART.2, STM 9/04																				
6.12	Restaurant, including but not limited to lunchroom, cafeteria															SP				
6.12a	Under 2,000 square feet gross floor area									SP	Yes	Yes	Yes		Yes	SP		Yes		
ART. 68, ATM 3/77																				
6.12b	More than 2,000 square feet and all restaurants that are the principal use on lot greater than 10,000 square feet in area.								SP		SP	SP	SP	SP	SP	SP	SP			
6.13	Fast order food establishment																			
6.13a	Less than 1,500 square feet gross floor area										Yes	Yes	Yes		Yes		Yes			
ART. 68, ATM 3/77																				
6.13b	More than 1,500 square feet and all establishments that are the principal use on a lot greater than 10,000 square feet in area										SP	SP	SP		SP		SP			
6.14	Drive-in Food Service Establishment													SP						
ART 5, ATM 4/02																				
6.15	Catering											SP	SP	Yes			SP	Yes		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
Retail																				
6.16	Establishments serving general retail needs including but not limited to general merchandise, department store, furniture, food, household goods and having more than 3,000 square feet of gross floor area								SP		SP	SP	SP	SP	SP		SP			
6.17	Establishments of less than 3,000 square feet of gross floor area primarily serving the local retail business needs of the residents of the vicinity including but not limited to grocer, baker, food store; dry goods, variety, clothing; hardware, paint, household appliances; book, tobacco, flowers, drugs								SP		Yes	Yes	Yes	Yes	Yes					
6.18	Establishments having more than 1,000 square feet of gross floor area for the manufacture, assembly or packaging of goods, provided that at least 50 percent of such merchandise is sold at retail on the premises and that all display and sales are conducted within a building										SP	SP	SP	SP	SP		SP		SP	
6.18a	Having less than 1,000 square feet of gross floor area										Yes	Yes	Yes	Yes	Yes				Yes	
Office Uses																				
6.19	Offices, including but not limited to, professional, business, medical and dental offices with less than 3,000 square feet of gross floor area per building						SP	SP	Yes	Yes	SP	Yes	Yes	Yes	Yes	Yes	SP			Yes

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART. 15, ATM 5/91; ART. 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 86, ATM 4/80; ART. 4, ATM 4/92																				
6.20	Offices, including but not limited to, professional, business, medical and dental offices, with 3,000 square feet or more of gross floor area per building							SP	SP		SP	SP	SP	SP	SP	SP	SP			
6.21	Office, display or sales space of a wholesale, jobbing, or distributing establishment provided that no more than 25 percent of floor space is used for assembling, packaging and storing of commodities											SP	SP	Yes	Yes			Yes		
ART. 68, ATM 3/77																				
6.22	Professional, business, medical and dental offices in an existing building originally designed for single or two-family residential use provided the building retains its characteristic design and fronts on a street with at least a 50-foot right-of-way width					SP	SP	Yes	Yes	SP										
ART. 86, ATM 4/80																				
6.22a	Fronts on a right-of-way width of less than 50 feet					SP	SP	SP	SP	SP	SP		SP	SP	SP	SP	SP			
6.23	Technical Offices including offices with: extensive data processing facilities; laboratories and testing facilities; or offices with minor assembly or fabrication activities provided that the activities occupy no more than 25 percent of the floor area. For uses in this category any noise, gas, odor, bright light, dust, vibration or electro-magnetic radiation shall be confined within a building							SP	SP	SP							SP			

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
Wholesale Business and Storage																				
6.24	Wholesale business and storage in an enclosed structure, such as building trade suppliers, excluding the storage of of flammable liquids, gas, or explosives											SP		SP				Yes		
ART. 86, ATM 4/80																				
6.24a	Wholesale storage and sale of flammable liquids, and wholesale business with up to 50 percent of business done as retail trade upon the premises													SP				SP		
6.25	Open or enclosed storage of vehicles. Outdoor storage of damaged or inoperative vehicles shall not be allowed													SP				SP		
6.26	Storage of fluid other than water as a principal use																	SP		
6.27	Open storage of raw materials, finished goods, or equipment provided the provisions of section 6.16 are complied with. Junk yards are specifically prohibited																	SP		
Light Industry																				
7.01	Laundry or dry cleaning plant													SP				Yes		
7.02	Printing, binding, or engraving plant											SP		SP				Yes		
7.03	Industrial services, for example, machine shop, welding shop, plumbing, electrical or carpentry shop or similar service																	Yes		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

		District																				
ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01; ART. 2, STM 9/04; ART. 11, ATM 4/09																						
Principal Use		R0	R1	R2	R3	R4	R5	R6	R7		B1	B2	B2A	B3	B4	B5		MU	PUD	I	T	OS
7.04	Yards and buildings of general contractor, subcontractor or other building tradesman. Junkyards are specifically prohibited														SP					Yes		
7.05	Stone cutting, shaping and finishing in enclosed buildings														SP					Yes		
7.06	Autobody or paint shop, provided that all work is carried out inside the building																			SP		
7.07	Truck service and repair, exclusive of bodywork and painting														SP					SP		
7.08	Establishments devoted to research and development activities								SP			SP	SP	SP	SP	SP			SP	Yes		
ART. 107, ATM 3/84																						
7.09	Light non-nuisance manufacturing providing that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor is effectively confined in a building or disposed of in a manner so as not to create a nuisance or hazard to safety or health; and further provided that no noise or vibration is perceptible without instruments at a distance greater than 50 feet														SP					SP		
Accessory Use																						
ART. 6, ATM 5/91																						
8.01	Renting of not more than three rooms to not more than three persons within a dwelling unit	SP	SP	SP	SP	SP	SP	SP	SP		Yes	Yes	Yes	Yes	Yes	Yes				Yes		
ART. 5, ATM 4/00																						
8.02	Dormitory of a permitted nonprofit educational or religious institution	SP	SP	SP	SP	SP	SP	SP	SP		SP	SP	SP	SP	SP	SP		SP	SP	SP		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1 B2 B2A B3 B4 B5					MU	PUD	I	T	OS
ART. 5, ATM 4/00																			
8.03	Accessory private garage for noncommercial motor vehicles subject to provisions of Article 6	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
8.04	Accessory storage of a recreational trailer or vehicle, registered automobile or boat, or utility trailer, provided it is not in the front yard	Yes	Yes	Yes	Yes	Yes	Yes							Yes			Yes		
ART. 5, ATM 4/00																			
8.05	Accessory structure, such as a private garage, playhouse, greenhouse, tool shed, private swimming pool, carport, or similar accessory structures not used as part of business, subject to provisions of Article 6	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
ART. 14, ATM 4/01																			
8.05a	Accessory structure such as a sign kiosk, open shelter, convenience facility or similar accessory structure, not used as part of for profit business, subject to provisions of Article 6																	SP	
ART. 12, ATM 4/93; ART. 5, ATM 4/00																			
8.06	Home occupation for gain, or home office. Activities must comply with Section 5.05	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
8.06a	If customers or pupils come to the house for business or instruction	SP	SP	SP	SP	SP	SP	SP	SP		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
8.07	Office within his place of residence of a physician (M.D.), with up to (1) nonresident employee, or clergyman	SP	SP		SP	SP					Yes	Yes	Yes	Yes	Yes	Yes	Yes		

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 99, ATM 3/85; ART.2, STM 9/04																				
8.08	Private day nursery, nursery school, kindergarten, day care center, organized afterschool program, or similar use providing day care for no more than six children at one time	SP	SP	SP	SP	SP	SP	SP	SP	Yes	Yes	Yes	Yes	Yes	Yes	SP				
ART.2, STM 9/04																				
8.09	Accessory retail, office, or consumer service use in an apartment dwelling over 20,000 square feet in gross floor area, provided: all activities are located on the first floor or basement floor levels such uses shall not aggregate more than 2,000 square feet; all materials, goods, and activities in connection with said uses shall be confined completely within the building							SP	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		SP		
8.10	Newsstand, barber shop, dining room or cafeteria, and similar accessory services primarily for occupants or users thereof within a hotel, office or industrial uses provided such use is conducted within and entered only from within the principal building							SP	SP			Yes		Yes	Yes	Yes				
ART. 14, ATM 4/93																				
8.11	Accessory off-street parking and loading spaces conforming to the provisions of Article 8	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes		SP
8.12	The storage or keeping of not more than one commercial vehicle:																			
ART.2, STM 9/04																				
8.12a.	In a private garage accessory to a dwelling if owned or used by a person residing in such dwelling	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			Yes	
8.12b.	Open air parking or storage accessory to a dwelling if owned or used by a person residing in such dwelling	SP	SP	SP	SP	SP	SP	SP	SP	Yes	Yes	Yes	Yes	Yes	Yes				Yes	

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART. 15, ATM 5/91; ART. 4, STM 5/97; ART. 14, ATM 4/01;
ART. 2, STM 9/04; ART. 11, ATM 4/09;

Principal Use		R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
ART. 5, ATM 4/07																				
8.12c.	Parking of not more than 4 commercially-owned shared vehicles					SP	SP	Yes	Yes	SP	Yes	yes	Yes	Yes	Yes	Yes	Yes	Yes		
ART. 5, ATM 4/0																				
8.12d.	Parking of not more than 4 commercially-owned shared vehicles, located on land under the jurisdiction of the Town	SP	SP	SP	SP	SP	SP	Yes	Yes	SP	Yes	Yes	Yes	Yes	Yes		Yes	Yes		
8.13	Accessory outside storage clearly necessary to operation and conduct of a use permitted by right or by special permit in a B district subject to the screening provisions of Section 6.16, In no case shall the outside storage area exceed 25 percent of the lot coverage of the principal building									SP	SP	SP	SP	SP	SP					
8.14	Outdoor storage of not more than 3 vehicles damaged or inoperative as a result of a collision																	SP		
ART. 14, ATM 4/01																				
8.15	Temporary food or beverage concession for profit at an event	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes		SP
ART. 14, ATM 4/01; ART.2, STM 9/04																				
8.16	Fund raising event conducted by an Arlington nonprofit organization provided authority is granted by the appropriate Town agency. In no event shall automated amusements be permitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		SP
ART. 5, ATM 4/00; ART. 14, ATM 4/01																				
8.17	Other accessory use customarily incidental to a permitted principal use, and not normally conducted as an independent principal use or as an accessory to some other use, provided that any use accessory to a use permitted only under a special permit shall be established only if and as provided in such permit	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP		SP

SECTION 5.04 - TABLE OF USE REGULATIONS (Continued)

District

ART 15, ATM 5/91; ART 4, STM 5/97; ART. 14, ATM 4/01;
ART.2, STM 9/04; ART. 11, ATM 4/09, ART. 17, ATM 5/11

Principal Use	R0	R1	R2	R3	R4	R5	R6	R7	B1	B2	B2A	B3	B4	B5	MU	PUD	I	T	OS
8.18 Activities, accessory to a principal use permitted as a right, that are necessary in connection with scientific research or scientific development or related production									SP	SP	SP	SP	SP	SP		SP		SP	
ART. 68, ATM 3/77; ART. 7, ATM 4/09																			
8.19 Up to three dwelling units in a building containing a business or service use in accordance with the residential standards for that district					SP	SP	Yes	Yes	SP	SP	SP	SP	SP	SP		SP			
ART. 68, ATM 3/77; ART. 5, ATM 4/00																			
8.20 Fraternal, civic, entertainment, professional, or health or similar clubs or organizations as on accessory use to other than a single-family detached, two- or three-family dwelling, or duplex use	SP	SP	SP	SP	SP	Yes	Yes	Yes	SP	Yes	Yes	Yes	Yes	Yes	SP				
ART. 17, STM 5/80																			
8.21 Cable television studio and/or head end site including antenna and satellite reception facility	SP	SP	SP	SP	SP	SP					SP								
ART. 5, ATM 4/02																			
8.22 Catering Service								Yes	Yes	Yes	Yes	Yes	Yes	Yes			Yes		
ART. 11, ATM 4/09																			
8.23 Keeping of no more than six hen chickens (but no roosters) permitted by the Arlington Board of Health for egg-laying, pet, or other non-commercial purposes in an enclosure in the rear yard of a property at least six feet from all property lines and at least 25 feet from residences on adjacent lots	Yes	Yes	Yes																
ART. 17, ATM 5/11																			
8.24 Temporary, seasonal signage in accordance with an overall signage plan at a fenced athletic field with one or more permanent structures to seat more than 300 persons, approved pursuant to a special application under Section 11.06			SP																

Yes - permitted as a right, SP - special permit, Blank - not permitted

ART. 16, ATM 4/01; ART.5, ATM 4/05

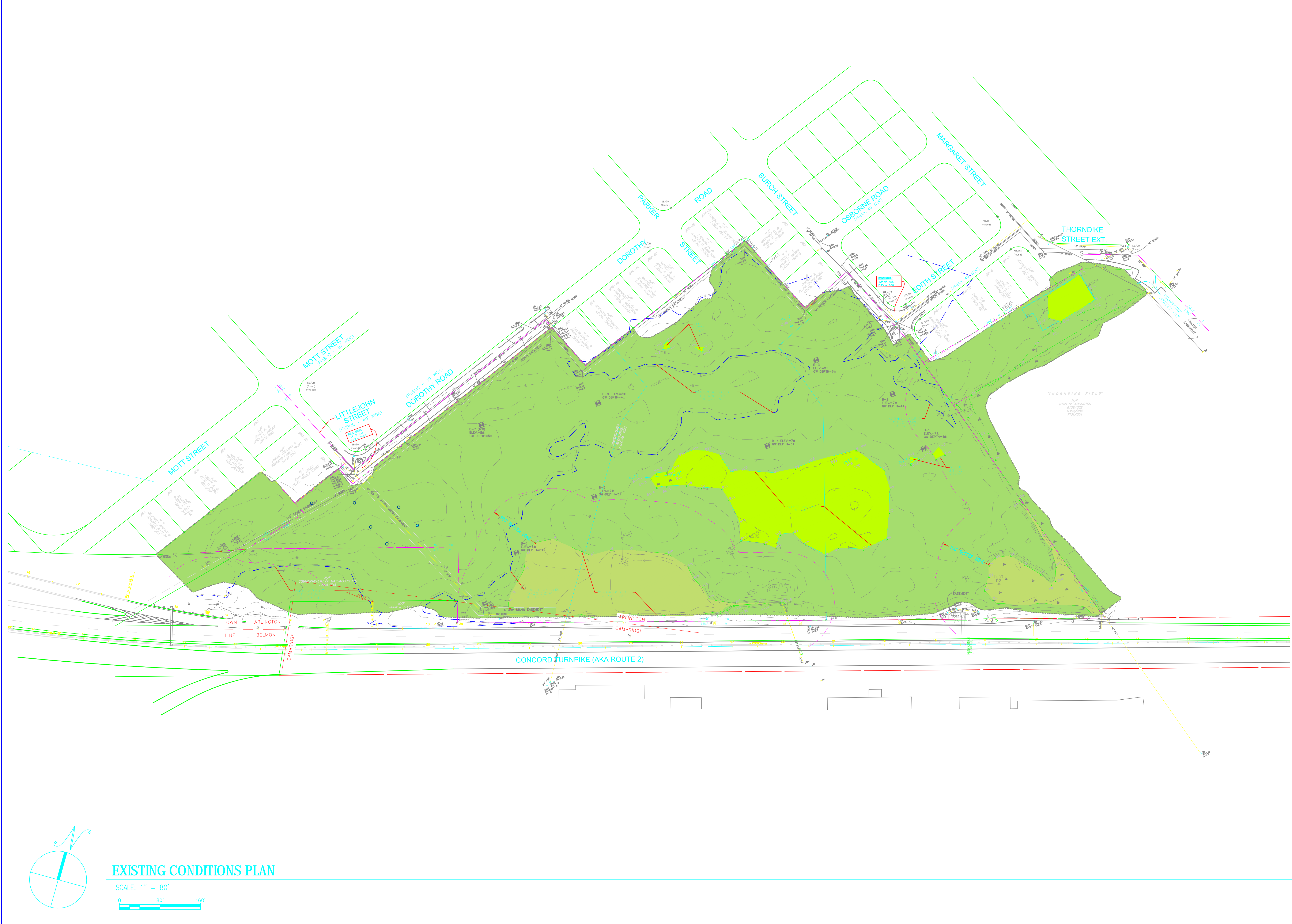
^a Projects with six or more residential units (defined as uses 1. 01a, 1.02a, 1.03, 1.04, 1.05, 1.07, 1.10, and 1.13) are subject of the Affordable Housing requirements in Section 11.08.

ART. 87, ATM 4/80

^b One exception is made for attached single-family dwellings on Sunnyside Avenue, Gardner Street, Silk Street, Marrigan Street, and Fremont Street. Attached single-family dwellings existing in August, 1975, on these streets are permitted as a right.

ART. 84, ATM 4/80; ART. 6, ATM 4/92

^c In the R0, R1 and R2 districts no new facilities under use 2.04 shall be constructed except at sites whereon these facilities existed as of August, 1975. These existing facilities may be reconstructed to meet code requirements in accordance with a special permit under Sections 10.11 and 11.0



THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO FACILITATE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. REPRODUCTION, RELEASE, OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.



BORREGO SOLAR
1115 WESTFORD STREET, 2ND FLOOR
LOWELL, MA 01851
PHONE: (800) 698-6273
FAX: (800) 843-6778
WWW.BORREGOSOLAR.COM

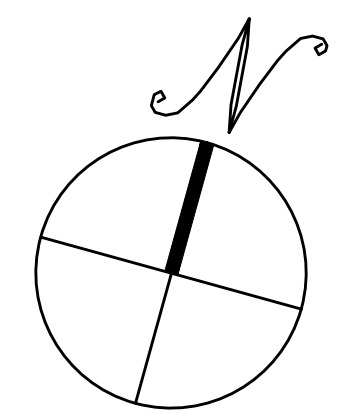
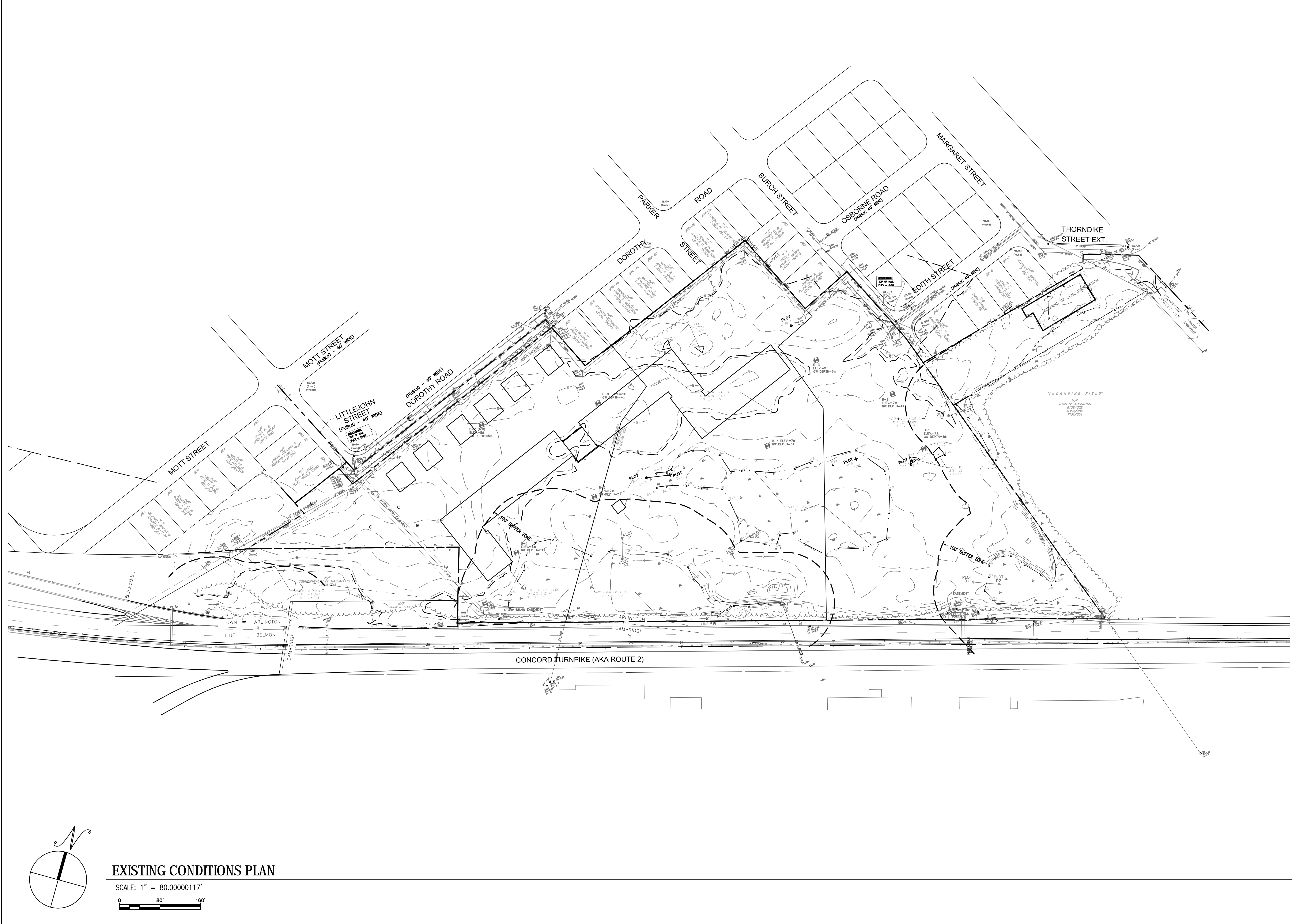
OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

PROJECT NUMBER:
615-0012

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
ARCH. D. 24" X 36"

C-1.0
EXISTING CONDITIONS PLAN



EXISTING CONDITIONS PLAN

SCALE: 1" = 80.00000117'

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO INCLUDE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

BORREGO SOLAR
1115 WESTFORD STREET, 2ND FLOOR
LOWELL, MA 01851
PHONE: (888) 698-6273
FAX: (888) 843-6778
WWW.BORREGOSOLAR.COM

OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

PROJECT NUMBER:
615-0012

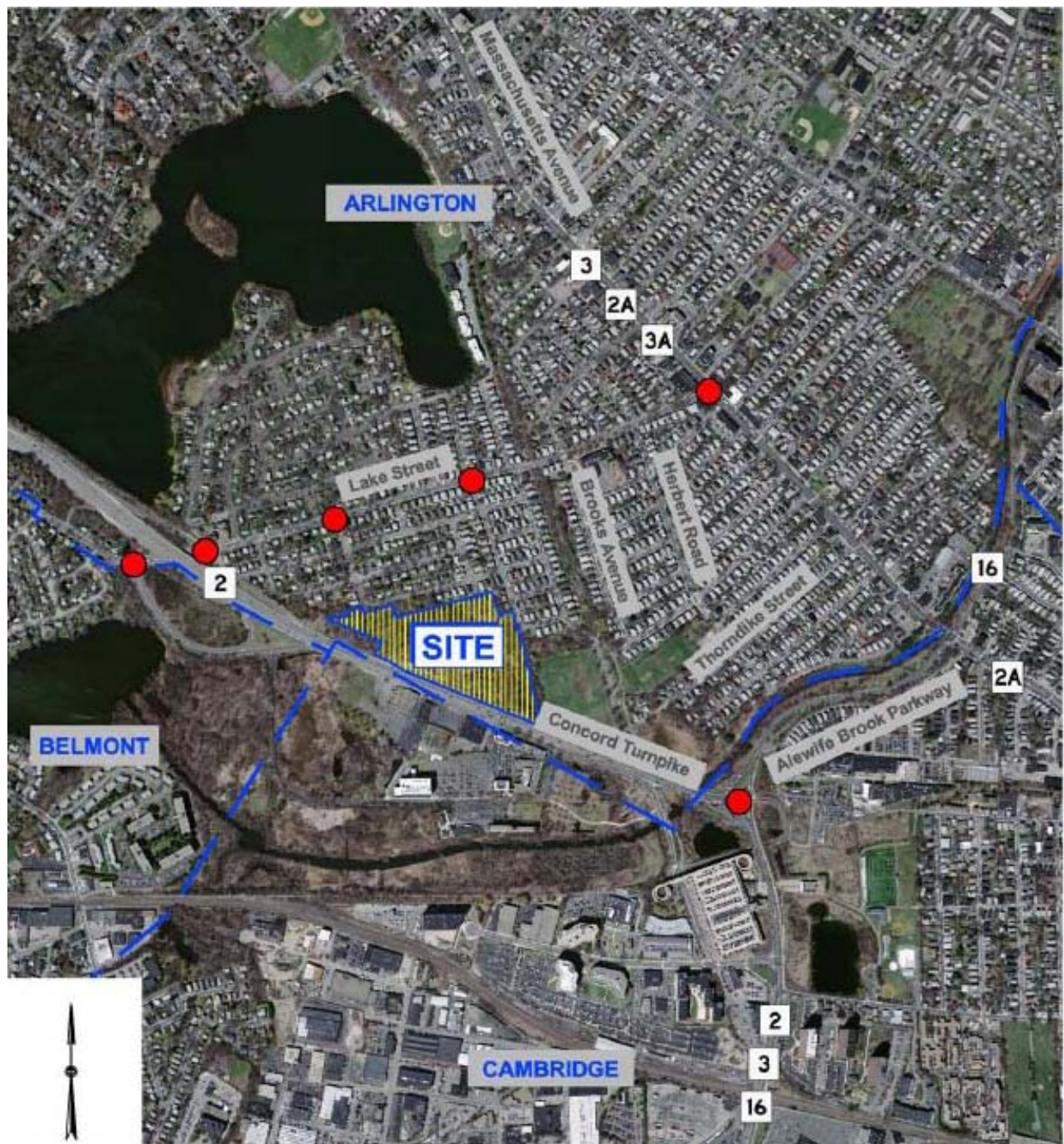
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-1.0
EXISTING CONDITIONS PLAN

2.2

Aerial Photographs



2.3

Site/Context Photographs



Vision for what is possible.





House adjacent to property.



Dorothy Road home adjacent to site.



New homes on Dorothy Road.



Typical homes along Dorothy Road.



Yard neighboring the site.



Adjacent bike path.



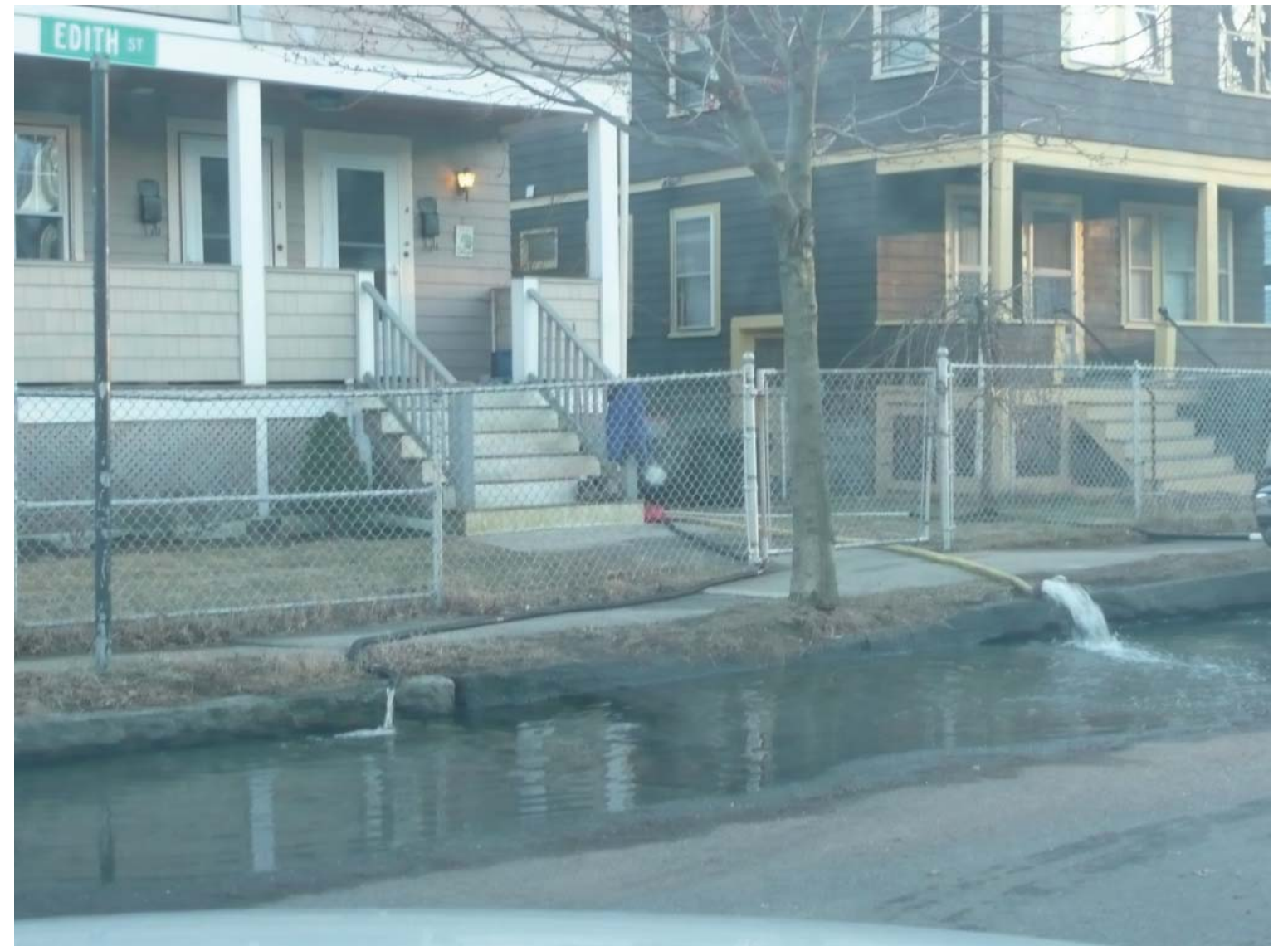
Water stranded in “dammed” area.



Homeless campground.



Trash on Thorndike site.



Flooded basements.

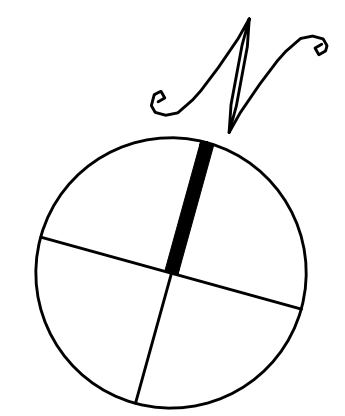
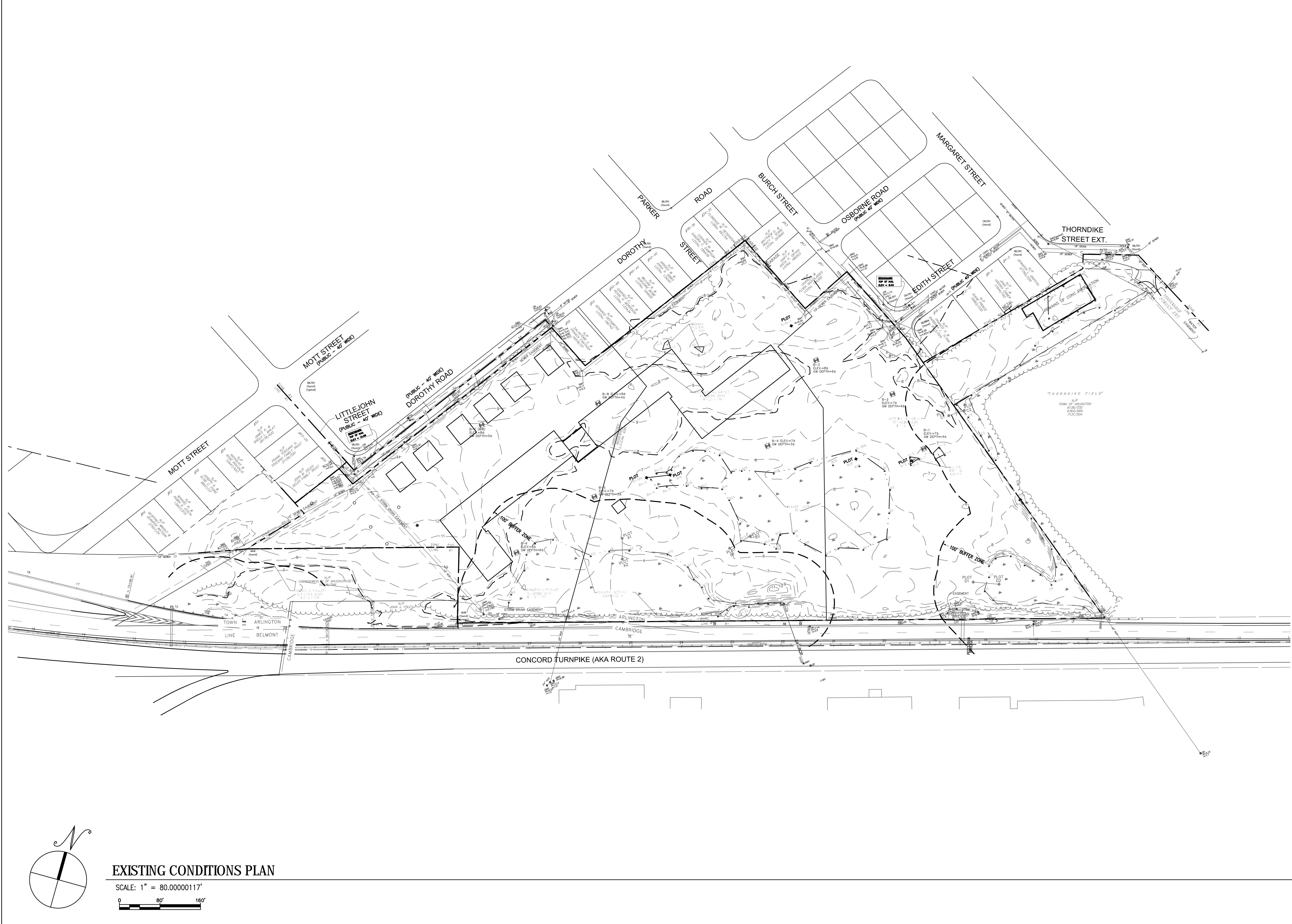
2.4

Site Characteristics

2.4 Site Characteristics

The existing site is 17.7 acres in size with property bounded to the north by Dorothy Road, Parker Street (dead end), on the south by Route 2, to the west by residential uses, and to the east by the Town of Arlington Thorndike playing fields and Burch Street. The topography is undulating with small to medium sized depressions in the northerly portion of the site. To the north the site elevations range from 9 feet to 11 feet and the frontage with Route 2 ranges from elevation 6 feet to 10 feet. All elevations are in NGVD 29. The most westerly portion of the site is the highest in elevation (approx. 12+ feet). Soils are generally highly decomposed organic material over loose sandy and gravelly glaciofluvial deposits. There are wetland resources within the parcel as well as 100-year floodplain. Much of the site is forested with extensive areas overrun with invasive species: Bitterroot, Japanese Knotweed, and Multi-flora rose.

Groundwater levels are based on test pits/boring completed during an earlier geotechnical study and are generally 3 feet to 6 feet in depth depending on boring locations. Further analysis/testing will be necessary.



EXISTING CONDITIONS PLAN

SCALE: 1" = 80.00000117'

0 80' 160'

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO INCLUDE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

BORREGO SOLAR
1115 WESTFORD STREET, 2ND FLOOR
LOWELL, MA 01851
PHONE: (988) 698-6273
FAX: (988) 943-6778
WWW.BORREGOSOLAR.COM

OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

PROJECT NUMBER:
615-0012

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-1.0
EXISTING CONDITIONS PLAN

2.5

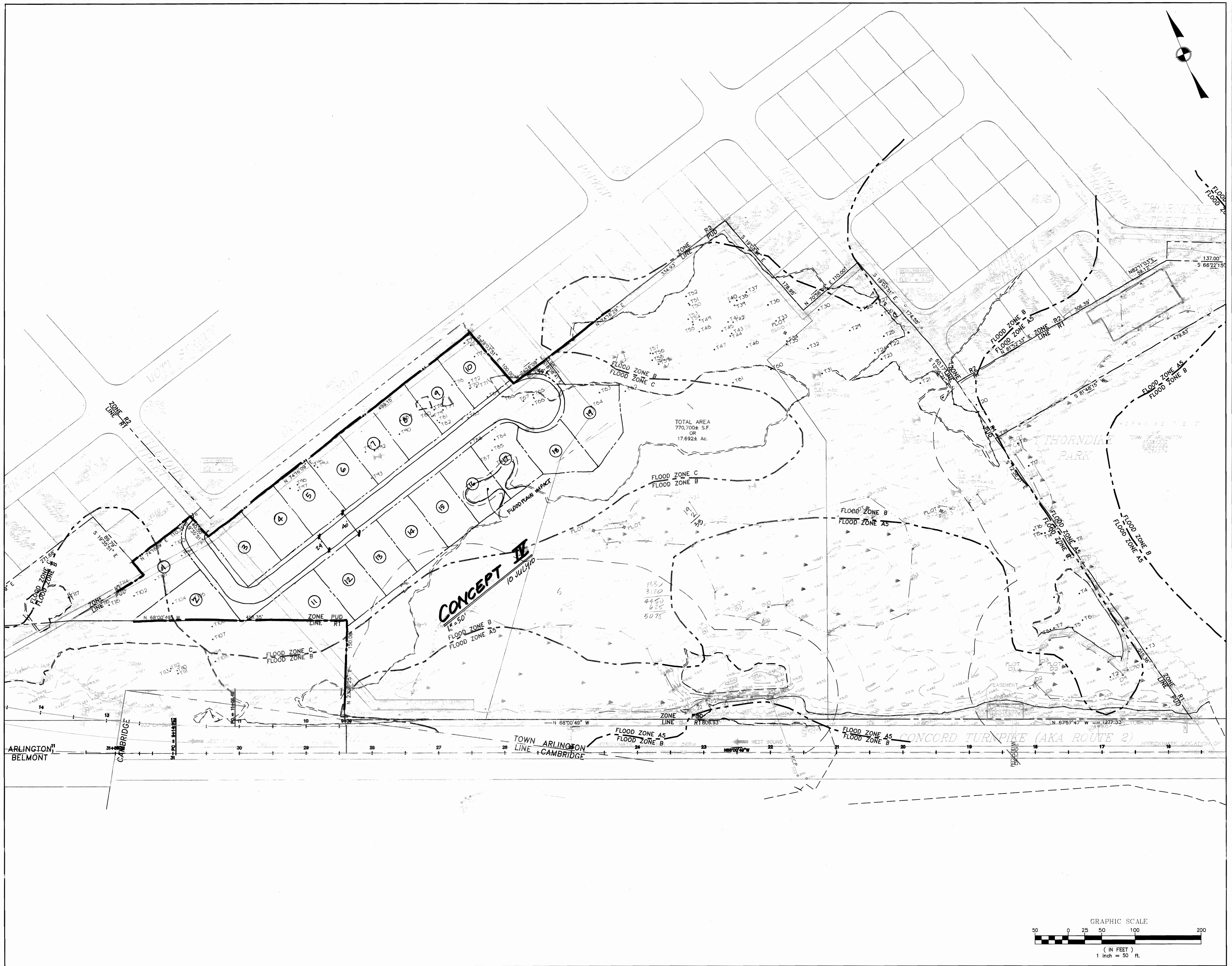
By-Right Site Plan

By-right Plans:

According to the Town of Arlington Zoning Bylaws dated April 2013 and in Section 3.02 - Description of Zoning Districts along with the zoning map, the site is zoned PUD - Planned Unit Development District. The description of the Planned Unit Development District is: a large scale, multi-use development that is permitted upon approval of a development plan and the assembly of a large amount of land.

The as-of-right plan submitted along with this application is for a small residential subdivision.

NOT FOR CONSTRUCTION
THESE PLANS WERE PREPARED FOR THE
PURPOSE OF OBTAINING STATE
AND LOCAL APPROVALS AND ARE NOT
INTENDED TO BE USED AS CONSTRUCTION
DOCUMENTS.



Revisions

Drawn By: SJW
Designed By: SJW
Checked By: DMA
Approved By:

TETRA TECH RIZZO

One Grant Street
Framingham, MA 01701-9005
508.903.2000
www.tetratetrazzo.com

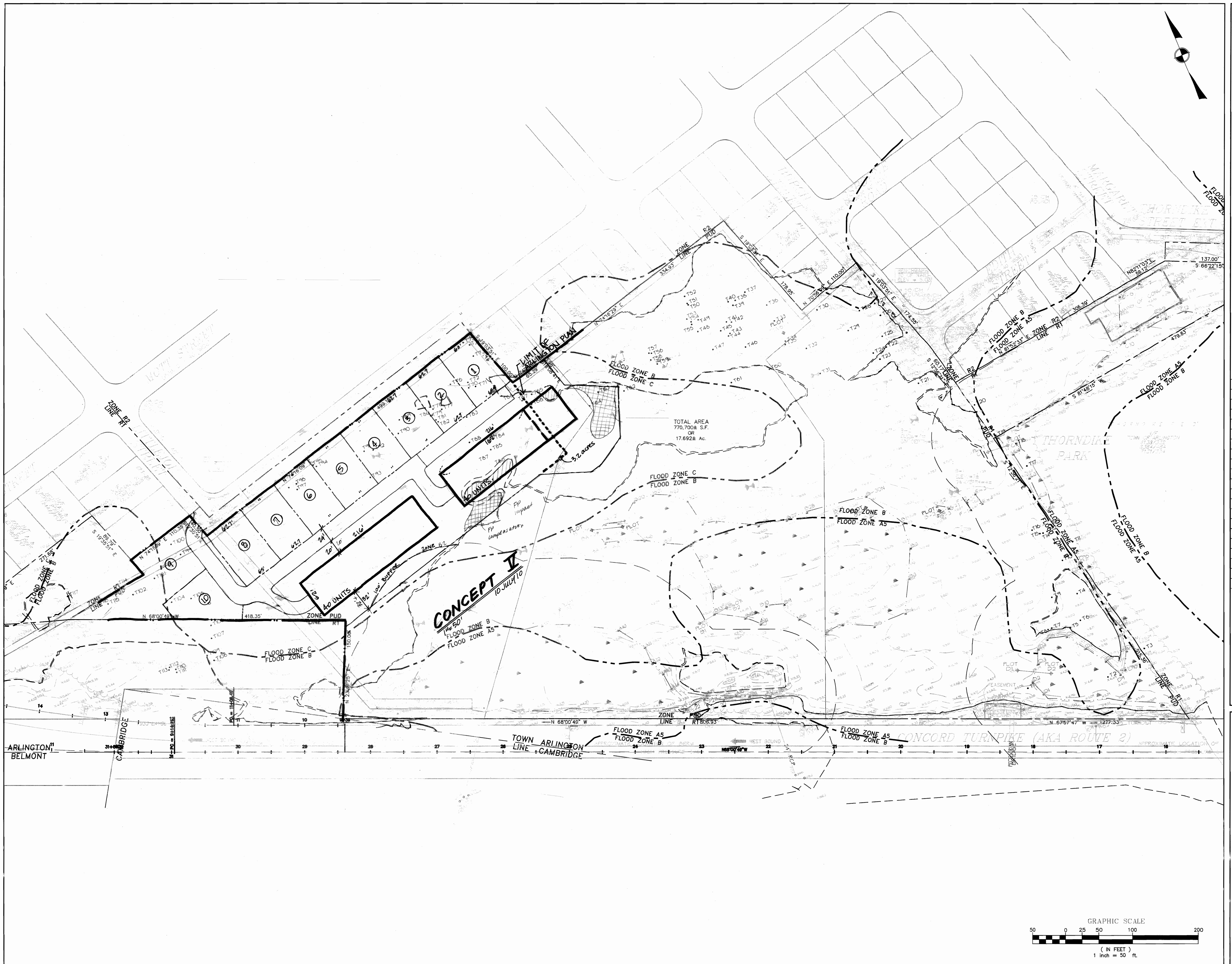
Project Title
**Mugar Parcel
Arlington, MA**

Sheet Title
**Existing Conditions
Plan**

Scale: 1"=50'
Job No: 127-28634-08001
File Name: CEC01
Date: 06-17-09

Sheet No.
C-1

NOT FOR CONSTRUCTION
THESE PLANS WERE PREPARED FOR THE
PURPOSE OF OBTAINING STATE
AND LOCAL APPROVALS AND ARE NOT
INTENDED TO BE USED AS CONSTRUCTION
DOCUMENTS.



3.1

Preliminary Site Plan



GENERAL NOTES

1. DISTANCES ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. CURB RADII ARE 3' UNLESS OTHERWISE NOTED.
3. CURBING IS PRECAST CONCRETE CURB (PCC) UNLESS OTHERWISE NOTED.
4. PARKING SPACES ARE 9' X 18'
5. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
6. SNOW SHALL BE STORED WHERE NOTED (SS). WHEN SNOW STORAGE AREAS ARE EXCEEDED, SNOW SHALL BE REMOVED FROM SITE AND DISPOSED OF LEGALLY.
7. WALKWAYS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
8. RESOURCE AREAS SHOWN ARE BASED ON A 2009 WETLANDS DELINEATION.

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO FACILITATE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. REPRODUCTION, RELEASE, OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

BORREGO SOLAR
1115 WESTFORD STREET, 2ND FLOOR
LOWELL, MA 01851
PHONE: (980) 698-6273
FAX: (980) 943-6778
WWW.BORREGOSOLAR.COM

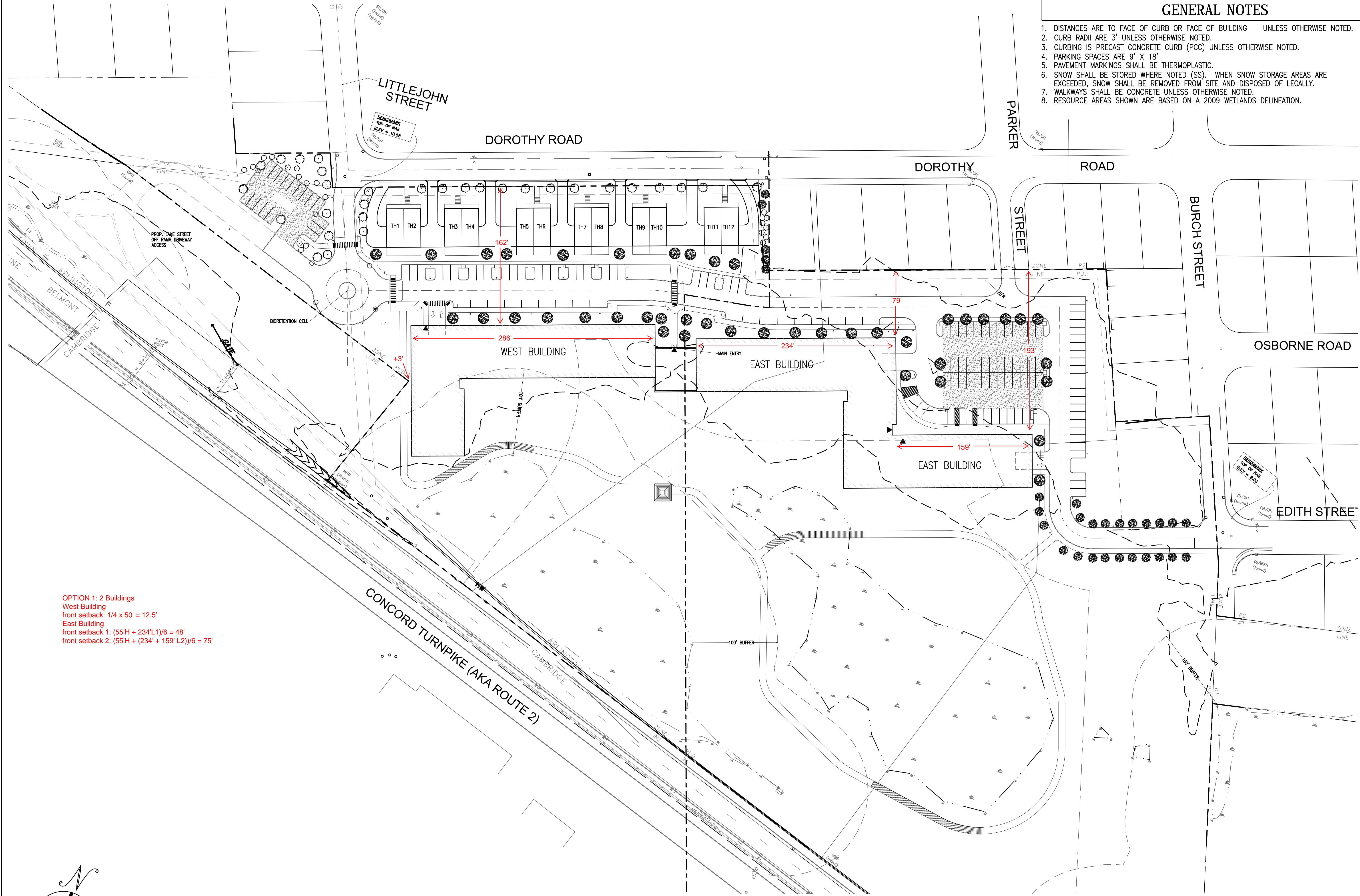
OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

PROJECT NUMBER:
615-0012

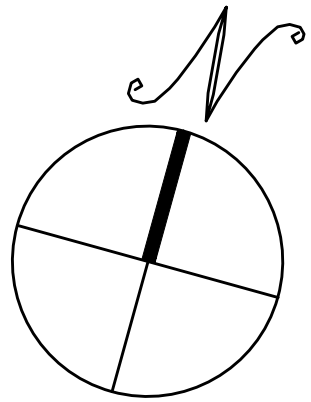
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

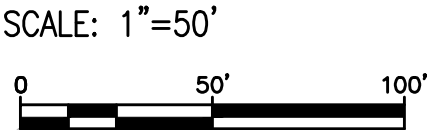
C-2.0
OVERALL SITE PLAN



OPTION 1: 2 Buildings
West Building
front setback: 1/4 x 50' = 12.5'
East Building
front setback 1: (55'H + 234'L1)/6 = 48'
front setback 2: (55'H + (234' + 159' L2))/6 = 75'



OVERALL SITE PLAN



GENERAL NOTES

- 1. DISTANCES ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- 2. CURB RADII ARE 3' UNLESS OTHERWISE NOTED.
- 3. CURBING IS PRECAST CONCRETE CURB (PCC) UNLESS OTHERWISE NOTED.
- 4. PARKING SPACES ARE 9' X 18'
- 5. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
- 6. SNOW SHALL BE STORED WHERE NOTED (SS). WHEN SNOW STORAGE AREAS ARE EXCEEDED, SNOW SHALL BE REMOVED FROM SITE AND DISPOSED OF LEGALLY.
- 7. WALKWAYS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
- 8. RESOURCE AREAS SHOWN ARE BASED ON A 2009 WETLANDS DELINEATION.

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO FACILITATE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

BORREGO SOLAR
1115 WESTFORD STREET, 2ND FLOOR
LOWELL, MA 01851
PHONE: (980) 698-4273
FAX: (980) 943-6778
WWW.BORREGOSOLAR.COM

OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

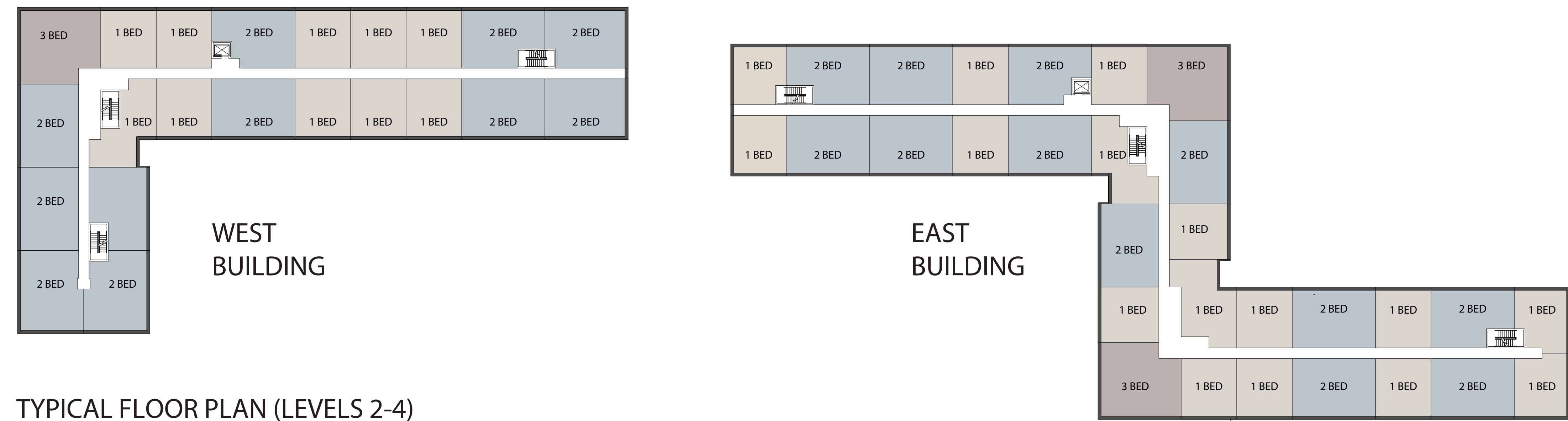
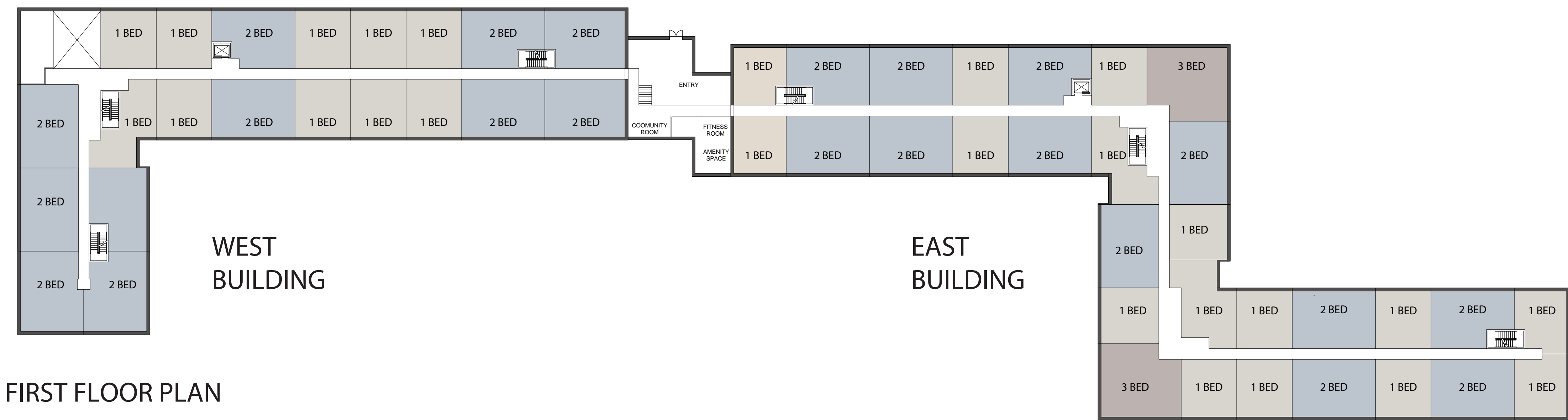
PROJECT NUMBER: 615-0012			
REV	DATE	DRAWN	CHECKED
1	02/24/15	DA	DA
RELEASE LEVEL			
CLIENT SUBMISSION			
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"			
C-2.0			
OVERALL SITE PLAN			

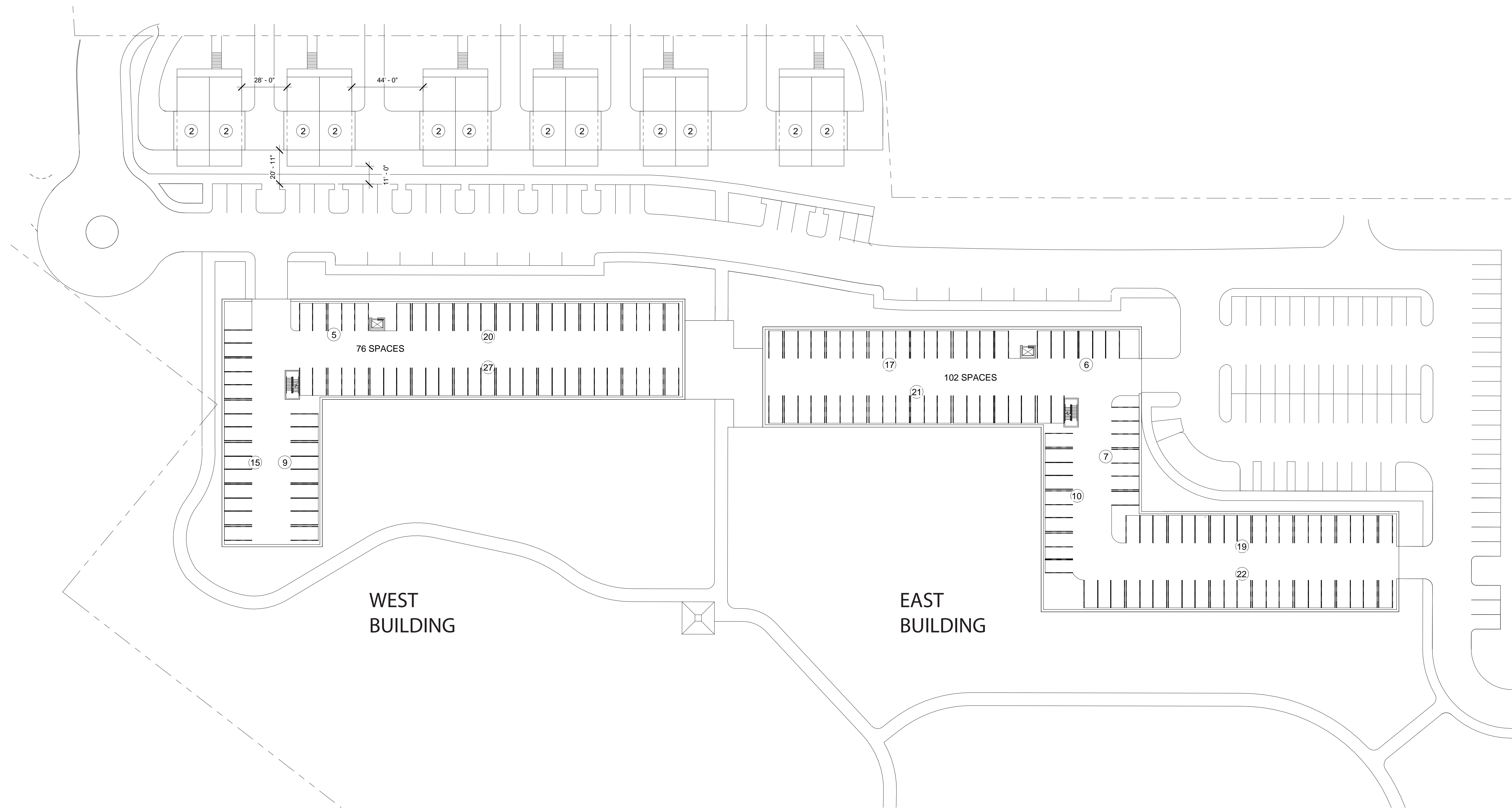
3.2

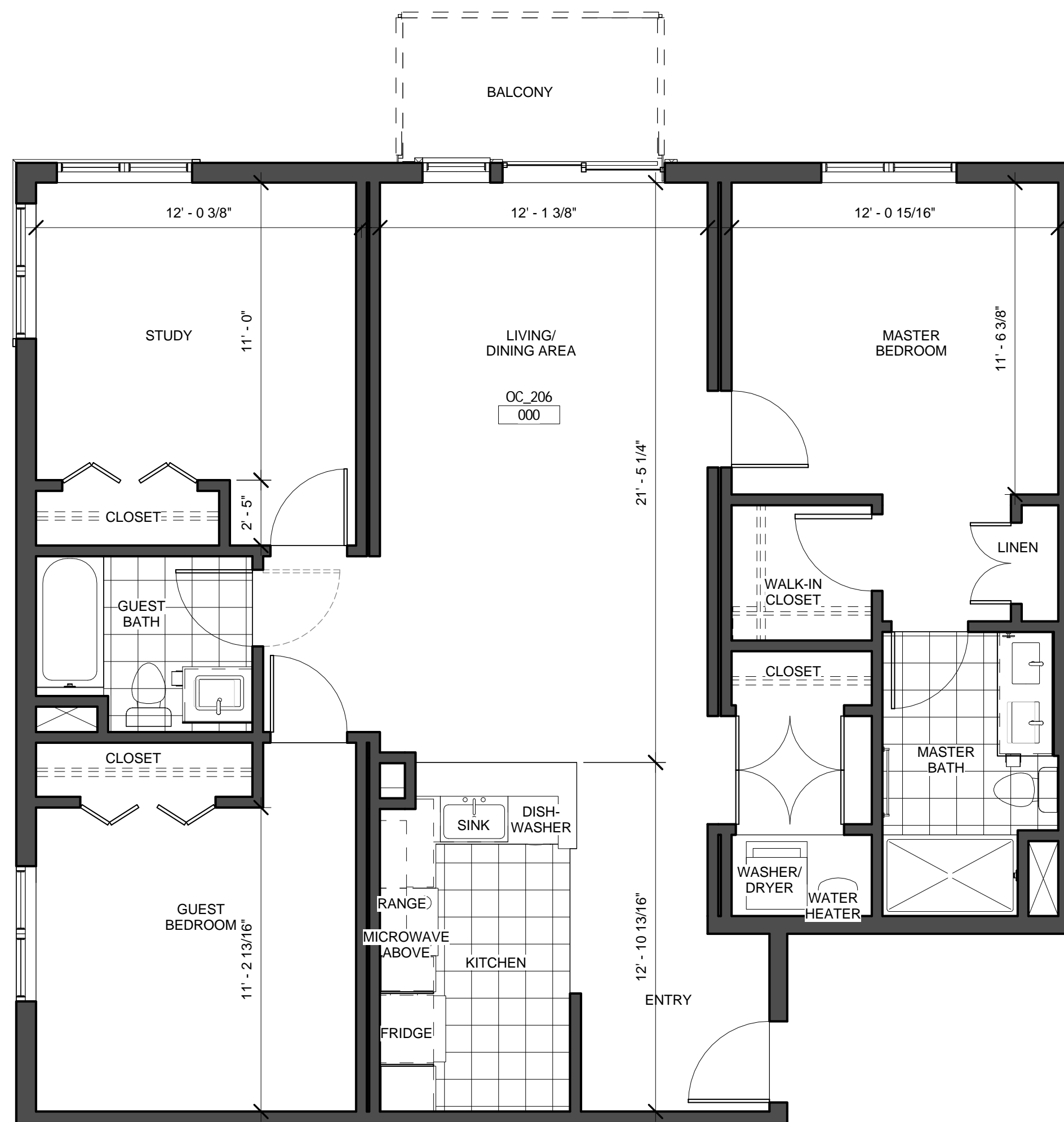
Preliminary Architectural Plans



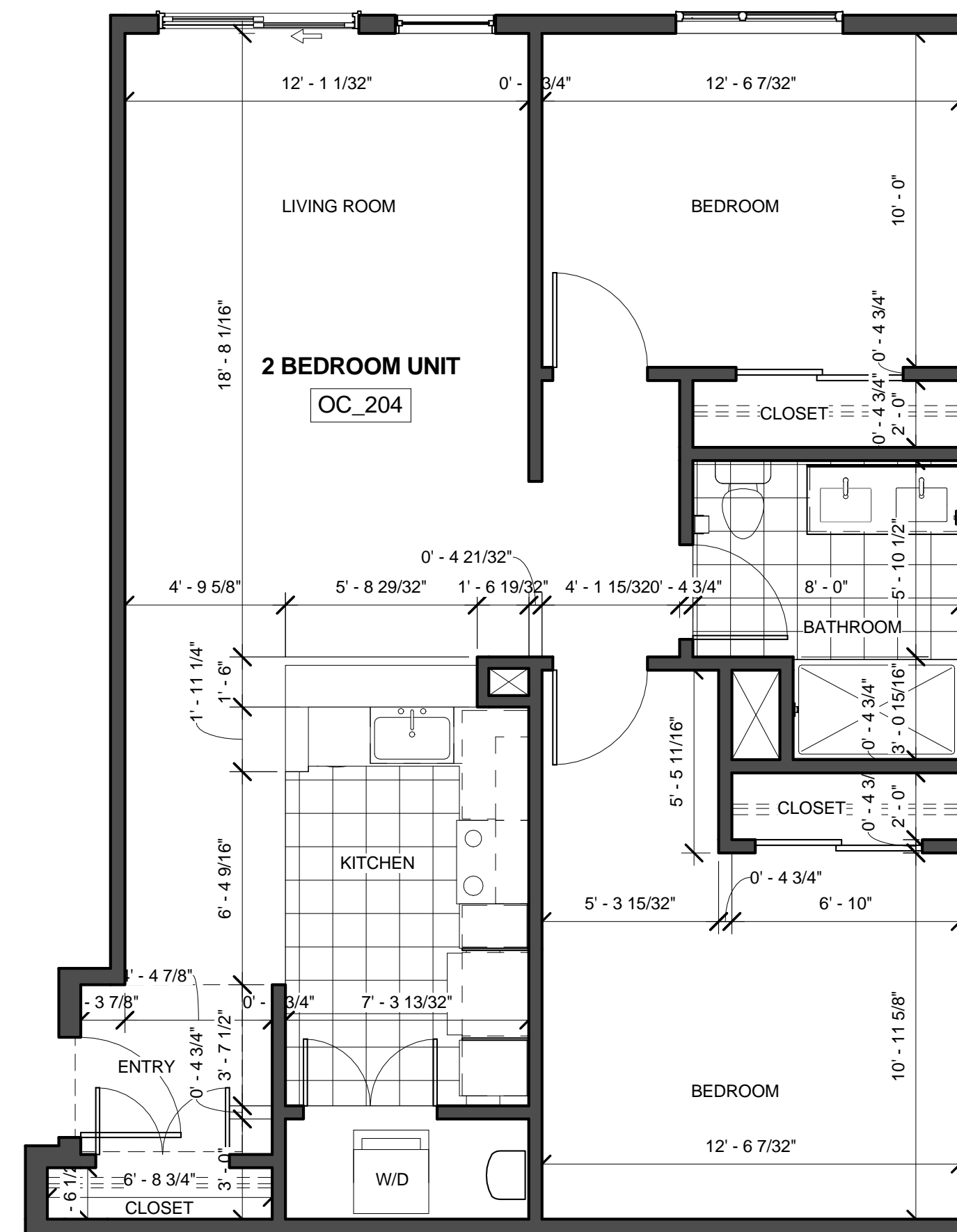
① Level 1
 $1/32" \equiv 1'-0"$



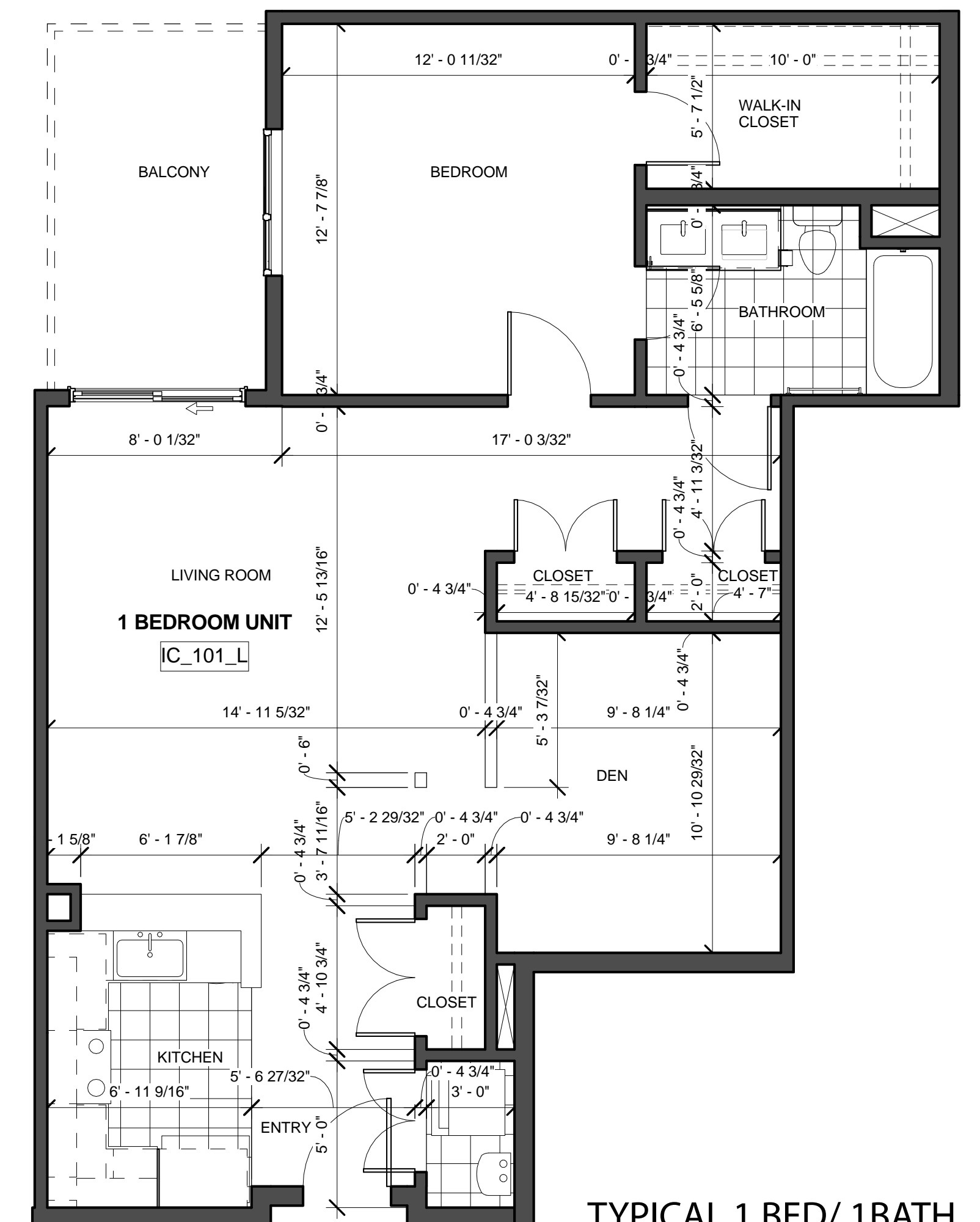




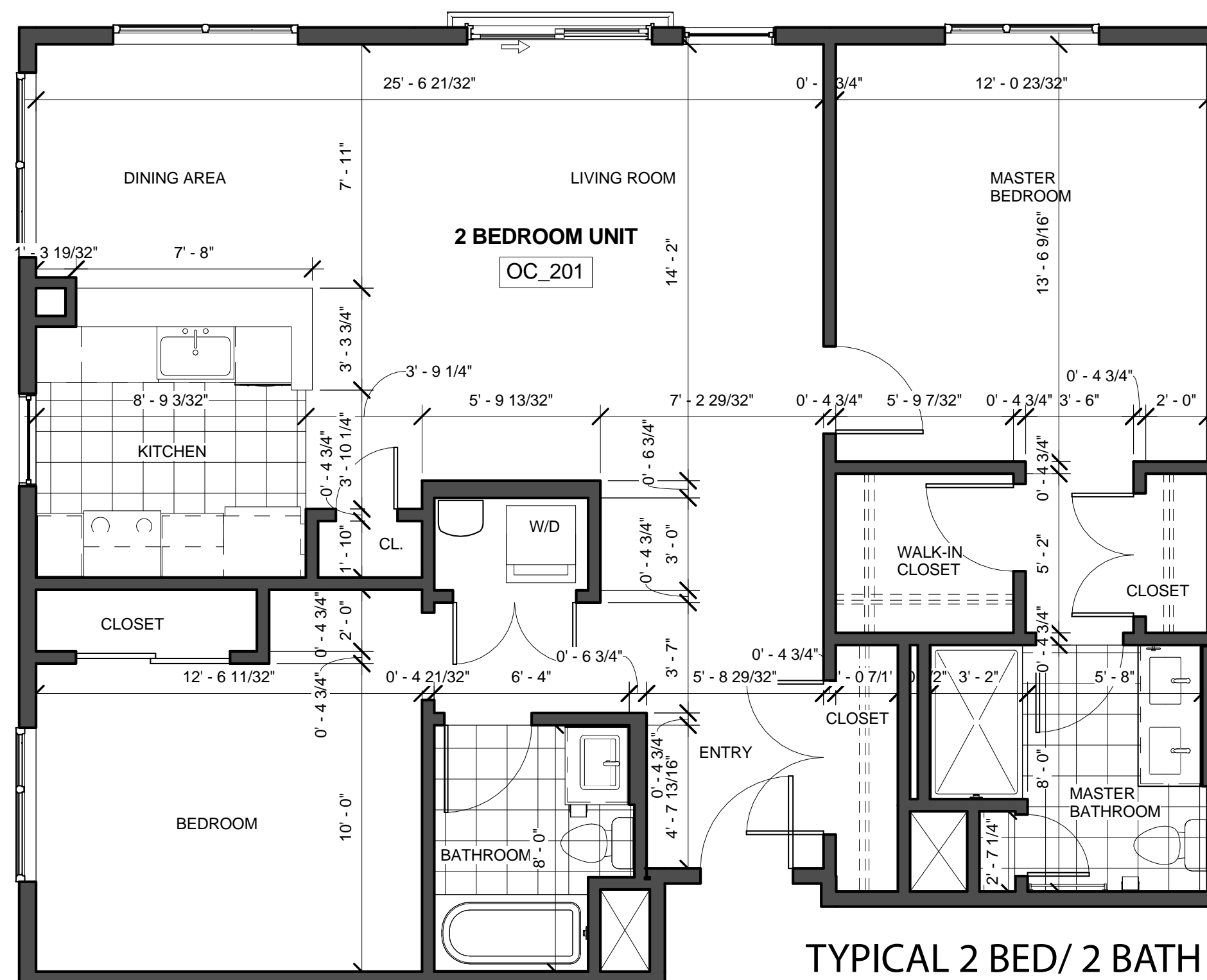
TYPICAL 3 BED/ 2 BATH UNIT
Outside Corner



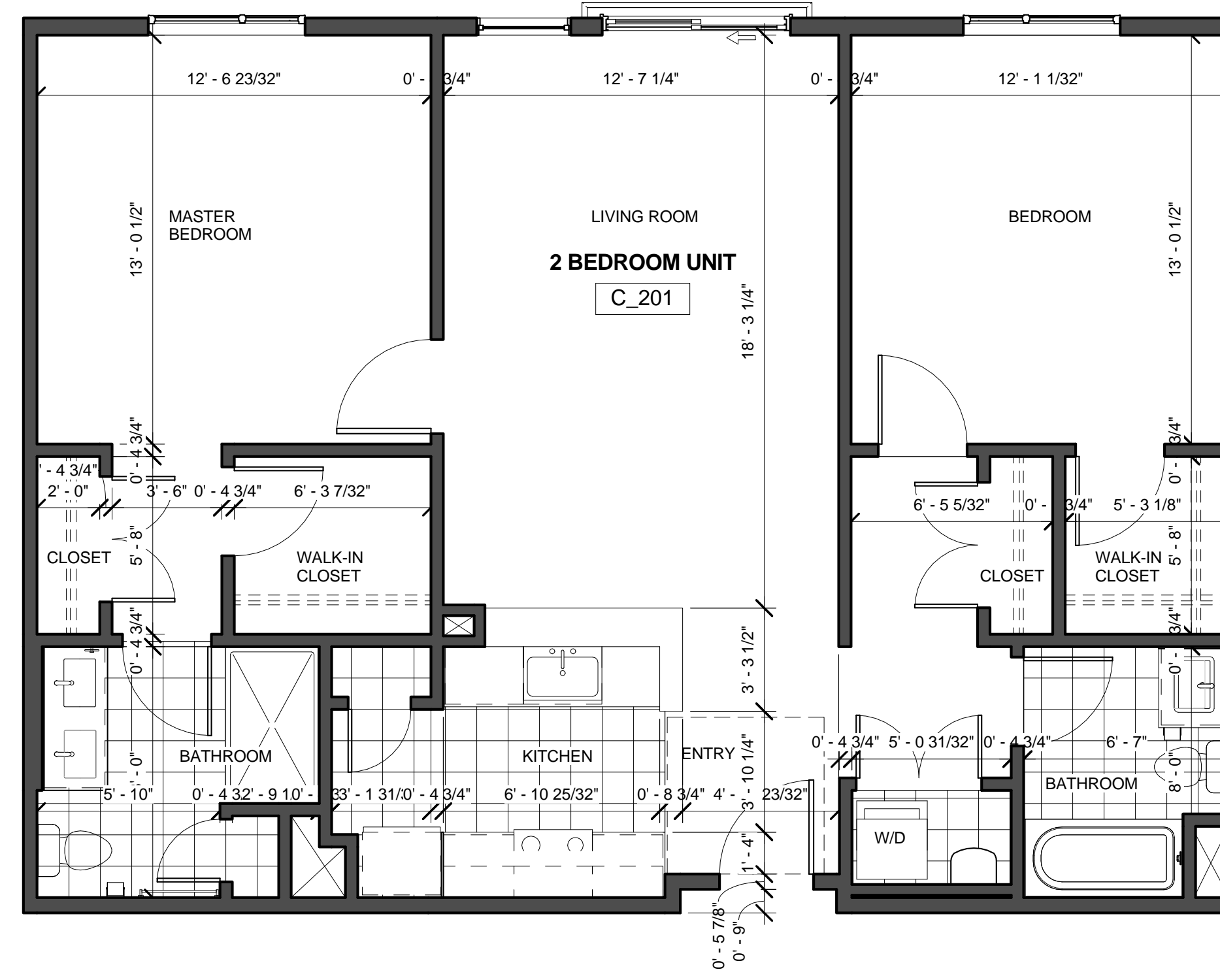
TYPICAL 2 BED/ 1 BATH UNIT
Outside Corner



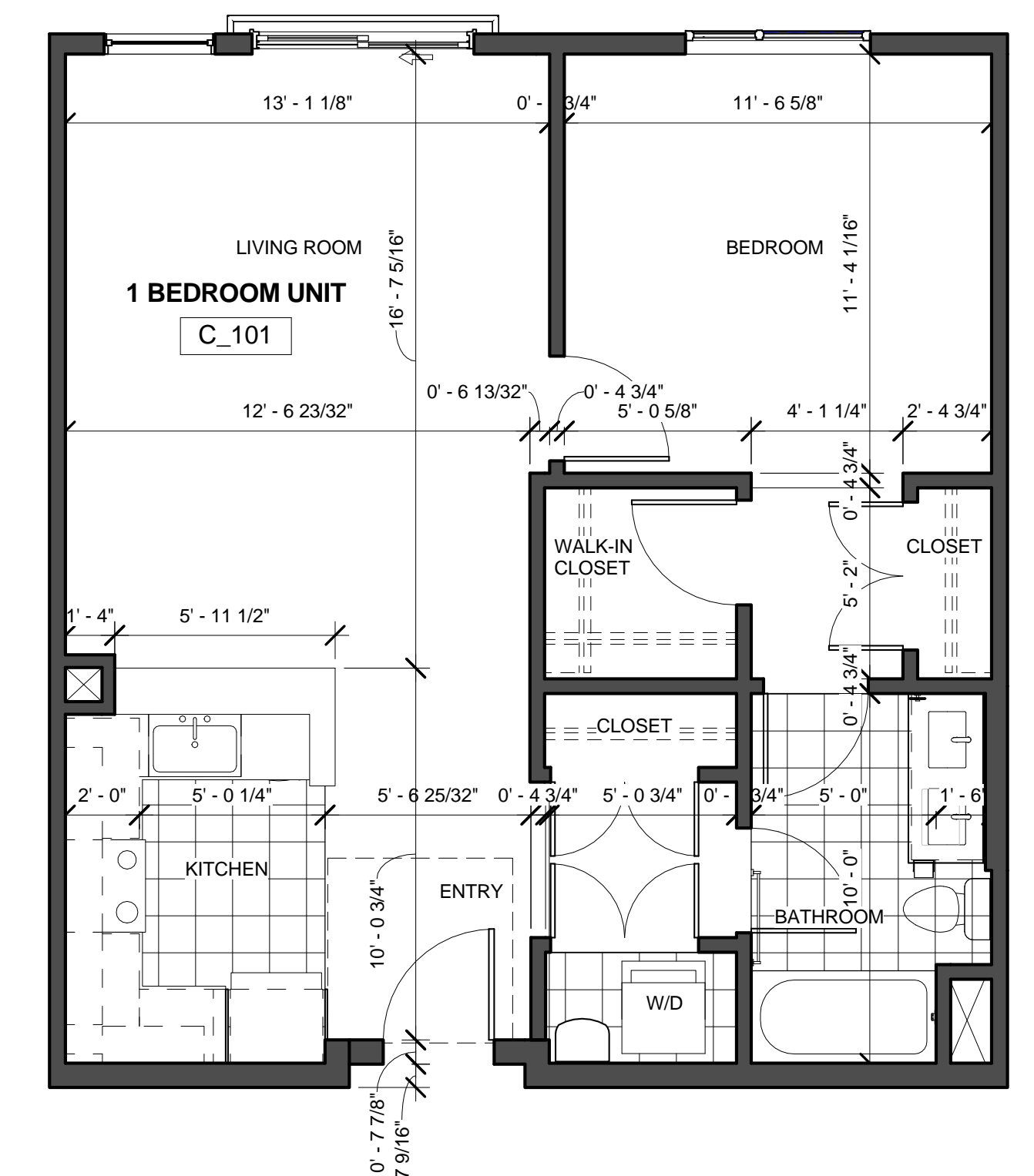
TYPICAL 1 BED/ 1BATH
+ DEN UNIT
Inside Corner



TYPICAL 2 BED/ 2 BATH
END UNIT



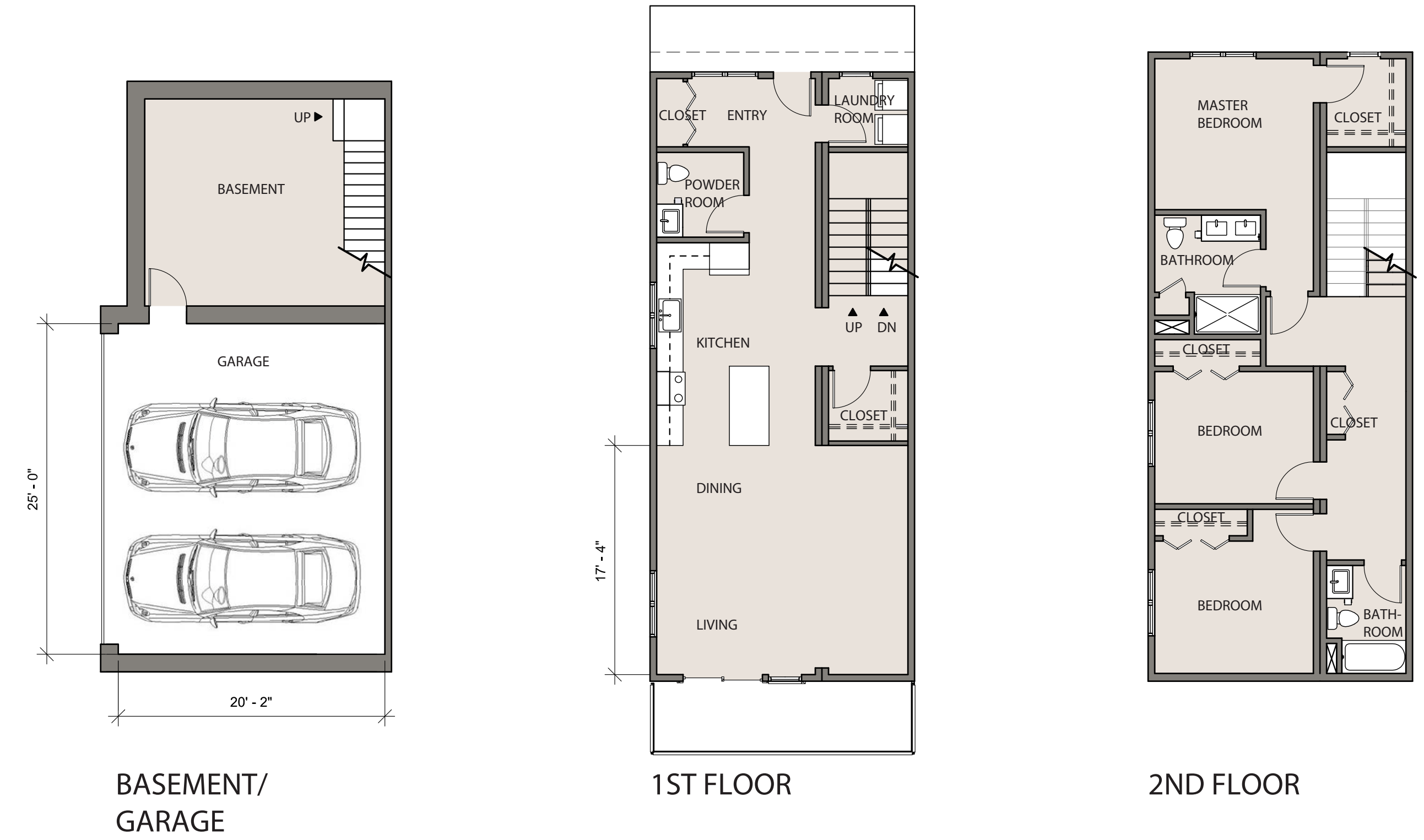
TYPICAL 2 BED/ 2 BATH UNIT



TYPICAL 1 BED/ 1 BATH UNIT



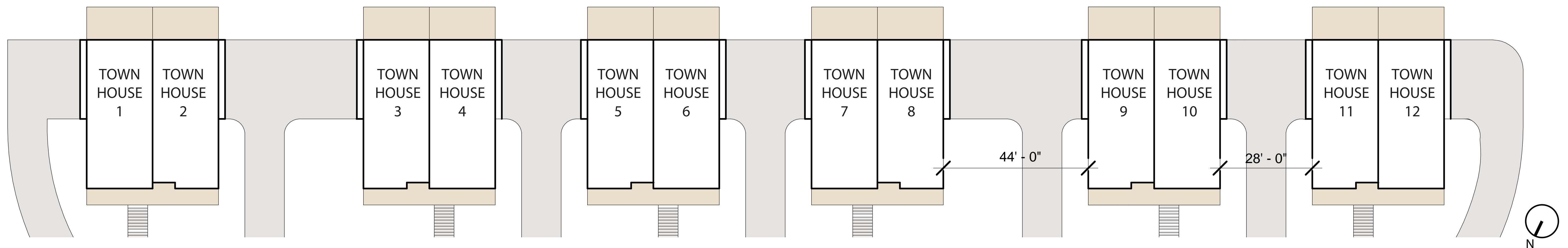
TYPICAL TOWN HOUSE ELEVATION



TYPICAL TOWN HOUSE PLANS



TOWN HOUSE STREET ELEVATIONS



TOWN HOUSE STREET ELEVATIONS



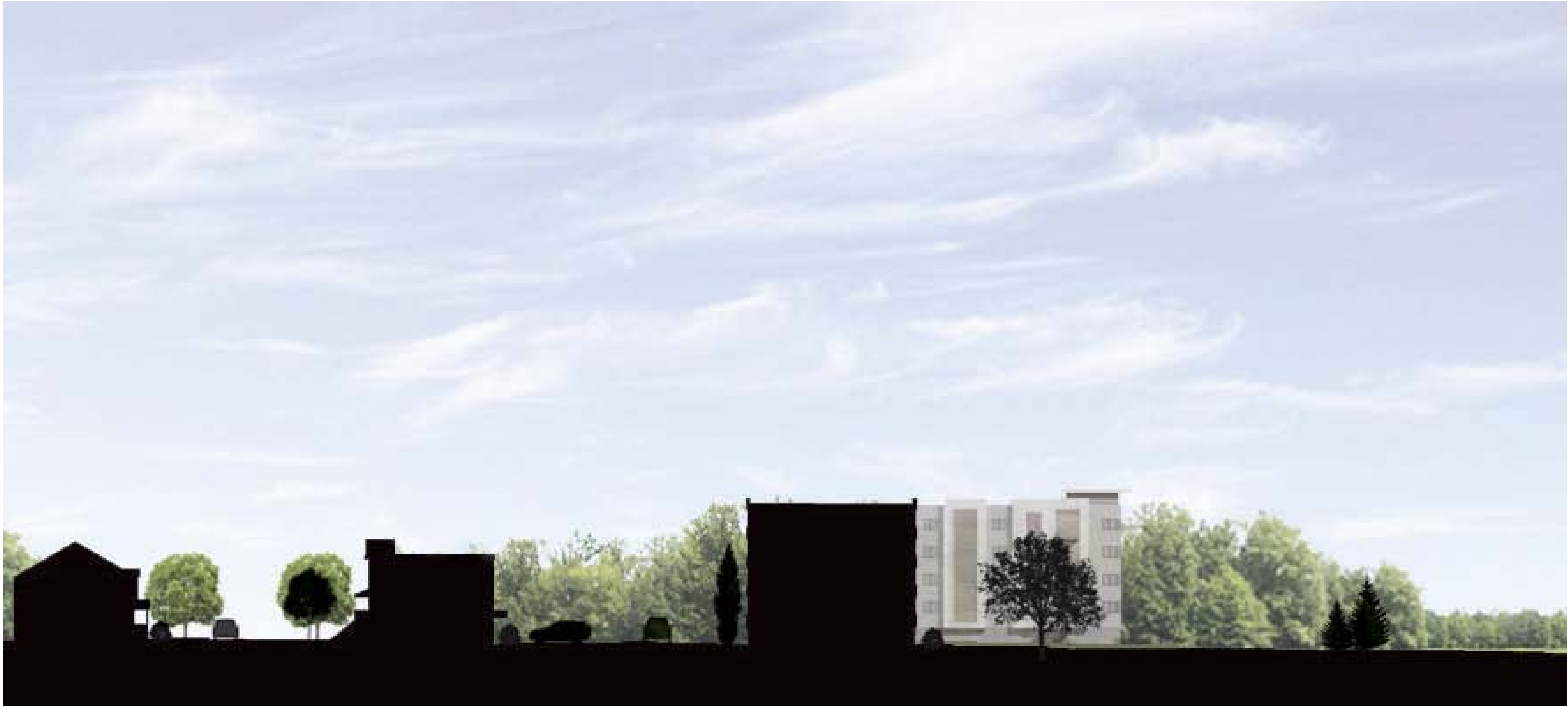
TYPICAL EAST BUILDING ELEVATION



TYPICAL WEST BUILDING ELEVATION



TYPICAL SIDE ELEVATION



EXISTING
HOME

DOROTHY
STREET

TOWN
HOUSES

EAST
BUILDING

OPEN
SPACE

3.3

Architectural Narrative

MassHousing Comprehensive Permit Site Approval Application

3.3 Narrative Description of Design Approach

Thorndike Place, Arlington, MA

This 17 acre property, situated between Route 2/ Concord Turnpike and family-oriented Arlington neighborhood, has been wild, unkempt, and illegally dumped upon area for many years. The proposed development greatly improves the site conditions, including a neglected wetland that regularly floods into the yards of the surrounding residential neighborhood.

Thorndike Place will include 12 units in 6 two-family family town houses and 207 apartments in its 40 B application. This will provide a mix of market and affordable housing, with the 55 affordable apartments particularly bringing a benefit to Arlington's residents seeking high quality housing.

The townhouse units were designed as a transitional zone between the duplex and single family homes of the existing residential neighborhood to the north and east of the project and the larger proposed apartment building to the south. The proposed two-story town homes are of a similar height, scale and spacing as the other homes along Dorothy Road. To reflect the character of the street, the townhouse units feature lap siding, pitched roofs and a welcoming front porches.

The main apartment units are divided into two, 4-story buildings set back more than 150' from the residential street (Dorothy Road) and 80+' from the townhouses. To the south, the apartment buildings overlook the 10 acres of the property that will be devoted to open space and public conservation land. This vegetated area also provides a buffer between the apartment buildings and Route 2/ Concord Turnpike. Directly on the other side of Route 2 is similarly sized (5 and 6-story, 228 unit) residential apartment building.

The main apartment buildings have more clean, contemporary styling, but incorporate materials like lap siding that are commonly found in the residential neighborhood. The façade is broken up into multiple plains and masses to alleviate long, straight stretches in the elevations. Trees and other plantings are used visually soften the exterior façade as well as provide visual buffers between parking areas.

This project integrates many Smart Growth principles including being 10 minutes walking distance to multiple modes of transportation, restaurants, shops and retail.

3.4

Zoning Analysis

Thorndike Place

Comprehensive Permit Application
Arlington, MA

Waivers from Local Bylaws

Through the Comprehensive Permit, the Arlington Board of Appeals has the authority under M.G.L. chapter 40B and its implementing regulations to waive requirements of local bylaws; further, the Board of Appeals can act on behalf of any local permitting authority through the Comprehensive Permit process. The project plans reflect an attempt to minimize the number of waivers requested and strive to be generally in keeping with the intent of the Arlington Zoning bylaw. Following please find a preliminary table of the waivers necessary to permit the proposed project; this list will be updated as necessary as permitting proceeds.

In making these waiver requests, the Board of Appeals has the authority to act on behalf of all other local permitting authorities, specifically we request that the ZBA act in the following capacities: Please note that the waivers below are based solely on the underlying zoning district. The proposed project is designed to comply as closely as possible to the Planned Unit Development Zoning District.

Based on the Table of Use Regulations the project has two (2) types of residential housing: 1) *"Apartment House"* as the principal use (Section 5.04.1.05); and 2) *"Two-family dwelling, duplex house"* as the principal use (Section 5.04.1.02). An additional proposed principal use on site includes open space/recreation associated with the boardwalk and wildlife viewing area(s). This falls under Section 4.01 *"Park, playground, or outdoor recreation facility not conducted as a private gainful business."*

The permitting requirements for the proposed principal uses in the PUD zoning district are:

- Apartment House is an allowed use, however it does require a Special Permit through the Arlington Redevelopment Board;
- Two-family dwelling, duplex house is an allowed use.

As outlined in the Waiver Table below the following is the list of requested waivers from the Town of Arlington Zoning Bylaws¹ as well as the Wetlands Regulations and Wetlands Protection Bylaw².

¹ Town of Arlington Zoning Bylaw April 2013 through Town Meeting

² Regulations for Wetlands Protection, Effective April 7, 2005

Thorndike Place

Comprehensive Permit Application

Arlington, MA

WAIVERS FROM ZONING		
LOCAL REGULATION ZONING BYLAW SECTION	REQUIREMENT*	PROPOSED
ARTICLE 5 – USE REGULATIONS (project being filed under Comprehensive Permit-Affordable Housing Laws)		
ARTICLE 6 – GENERAL REGULATIONS		
§6.03.a	Two or more buildings on the same property	Waiver to allow more than one (1) building on the property. The proposal is for one (1) large building and six (6) smaller buildings.
§6.07	Building in Floodplains	Refer to Section 11.04
§6.12.b	Applicant shall submit materials req's by §11.06	Waiver to not exclude Environmental Design Review
§6.13	Reduced Heights Limits in Height Buffer Areas	a) Waiver to allow for 50 foot building heights for the East/West Wings of apartment building within Height Buffer Areas. Provided buffer = 40 feet b) Waiver to allow for 36 foot building heights for the townhouses within Height Buffer Areas. Provided buffer = 40 feet.
§6.26	Buildings of Uneven Height or Alignment	Waiver to allow the proposed setbacks (see plans) due to the buildings not of the same alignment along its length. See attached sheet.
ARTICLE 8 – OFF STREET PARKING AND LOADING REGULATIONS		
§8.12.a.(3)	Parking/ Loading Space Standards- Minimum access aisle width.	Waiver to allow for reduced access aisle width of 23 feet± vs. the 24 feet required for 90° garage parking.
§8.12.a.(11)	Compact parking spaces	Waiver to allow for > 20% of the spaces to be compact spaces (8' x 16'). (30% of garage total)
§8.12.b.(1)	Surface area (parking) set back from boundary	Waiver to allow for less than the required setback (side and rear as defined in 6.16(a)).
§8.12.b.(3)	Parking shall not be located within the required front yard setback	Waiver to allow for less than the required setback (side and rear as defined in 6.16(a)).
ARTICLE 9 – NONCONFORMING USES, STRUCTURES, AND LOTS (no waiver requests at this time)		
ARTICLE 10 – ADMINISTRATION AND ENFORCEMENT (no waiver requests at this time)		
ARTICLE 11 - SPECIAL REGULATIONS		
§11.04.d.2.(2.2)	Compliance with Conservation Commission's Wetlands Regulations promulgated under the Arlington Wetlands Bylaw (Title V, Article 8)	Waiver to forego full compliance with the Arlington Wetlands Bylaw (Title V, Article 8)
§11.05.b	Inland Wetlands District	Waiver from the requirement that the Inland Wetland District definition of wetlands and as shown on map.
§11.05.d.1	Inland Wetlands District. Habitable structures within limits of Inland Wetlands District are prohibited.	Waiver from prohibition of new habitable structure in Inland Wetlands District.
§11.05.d.1	Inland Wetlands District. Earthwork is prohibited.	Waiver from prohibition of earthwork in Inland Wetlands District.
§11.06.b.2 and §11.06.c.2	Environmental Design Review	Waiver to forego preparation of an environmental design review. The project will require the submission of an Environmental Notification Form

Thorndike Place

Comprehensive Permit Application

Arlington, MA

WAIVERS FROM ZONING		
LOCAL REGULATION ZONING BYLAW SECTION	REQUIREMENT*	PROPOSED
		(ENF) to the MEPA office which will provide the same level of review and comment.
§11.06.d.(1) and §11.06.d.(4)	Model and photographs of model	Waiver to forego preparation of a model and photographs of the model. Propose to prepare a 3D computer model.
§11.06.d.(2)	Drawing of Existing Conditions	Waiver to utilize a scale other than 1" = 20' for the drawings. Proposed plans 1"=80' overall and 1"=30'.
§11.06.d.(5)	Impact Statement	Waiver to forego preparation of an Impact Statement as it relates to the Environmental Review.
§11.06.d.(6)	Signage Application	Waiver to require this as part of the building permit application.
§11.07	Filling of any Water or Wet Area	Waiver to forego the preparation of plans/documentation. The project will require the submission of a Notice of Intent to the Arlington Conservation Commission where these concerns will be discussed. An ENF application will also be submitted to the MEPA office and additional reviews.
§11.08	Affordable Housing Requirements	Waiver to forego this section since project is filed under Chapter 40B.
ARTICLE 12 – AMENDMENT, VALIDITY, AND EFFECTIVE DATE (no waiver requests at this time)		
TITLE 5 ARTICLE 8 – ARLINGTON WETLANDS PROTECTION BYLAW		
Wetland Regulations §18.D	Compensatory flood storage requirement of 2:1	Waiver to allow less than 2:1 compensation.
Wetland Regulations §25.B.(1)(e)	Plan Requirement: Runoff calculations based on "Cornell" method	Waiver to maintain same analysis as what is required by MassDEP. MassDEP does not support the Cornell Extreme Precipitation Atlas at this time.
Wetlands Regulations Appendix B / Notice of Intent Checklist	Detailed submission requirements	Waiver Requested. Submittal will comply with State Wetlands Regulations.
WAIVERS FROM LOCAL FEES		
Wetlands Bylaw §16.B.5	Fees: Multiple Dwelling structures \$400 + \$100/unit within resource areas	Request waiver of 25% of the fee. (The 25% affordable units).
Wetlands Bylaw §16.B.11	Fees: Consultant fee	Request waiver of 25% of the fee. (The 25% affordable units).
General By-law Article	Sewer Privilege Fee – assessment as "other than single or multi-family dwellings" under section 5(b)1	Request waiver of 25% of the fee. (The 25% affordable units).
Water Connection Fee Regulations	Water Privilege Fee	Request waiver of 25% of the fee. (The 25% affordable units).
Building Department	Building Permit, Electrical, Plumbing, Inspection Fees	Request waiver of 25% of the fee. (The 25% affordable units).

3.5

Sustainable Development Principles

Section VI: Sustainable Development Characteristics

Please describe below any aspects of the Project which are in keeping with the ten Massachusetts Sustainable Development Principles (attached).

SUSTAINABLE DEVELOPMENT PRINCIPLES

THORNDIKE PLACE

<p>1. CONCENTRATE DEVELOPMENT & MIX USES. Support revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, integrates uses, and fosters a sense of place. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.</p>	<ul style="list-style-type: none">▪ Thorndike Place introduces higher density residential development to the residential & commercial neighborhood.▪ The compact project produces mixed income multi-family housing with residential neighbors on one side and preserved conservation land on the other. Six ownership duplex townhouses complete and complement the existing streetscape on Dorothy Road.▪ The project utilizes existing water infrastructure and improves storm water management.▪ The site is located to maximize easy access to the Alewife T station, buses and the Minuteman Bike Path as well as an easy walk to a wide range of amenities including retail, places of employment, houses of worship, recreational opportunities, etc.▪ The proposal's civil design program will alleviate neighborhood flooding conditions caused by site's current topography.
<p>2. ADVANCE EQUITY. Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning to ensure social, economic, and environmental justice.</p>	<ul style="list-style-type: none">▪ Preliminary economic indicators point to positive impacts to the community of this development given the mix of one, two and 3 bedroom units as well as twelve 3 bedroom townhouses.▪ The project creates affordable housing in a community whose residents are predominantly middle income and/or meets a regional need.
<p>3. MAKE EFFICIENT DECISIONS. Make regulatory and permitting processes for development clear, predictable, coordinated, and timely in accordance with smart growth and environmental stewardship.</p>	<ul style="list-style-type: none">▪ The 40B approach to the project provides an efficient permitting process that will minimize time to construction and sustain the focus on the need for affordable housing in this community. A neighborhood meeting to present and discuss the proposal is planned. It is not required by the 40B process; the Development team wishes to have a direct dialogue with neighbors.
<p>4. PROTECT LAND AND ECOSYSTEMS. Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic</p>	<ul style="list-style-type: none">▪ The site is approximately 17 acres, approximately 10 of which can be restored for use by Arlington residents and the public.▪ The proposed development greatly improves the site conditions, including a neglected

landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.	<p>wetland that regularly floods into the yards of the surrounding residential neighborhood.</p> <ul style="list-style-type: none"> ▪ Currently the site is used for dumping trash and a homeless hangout.
5. USE NATURAL RESOURCES WISELY. Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.	<ul style="list-style-type: none"> ▪ Thorndike Place will be LEED certifiable, employing Oaktree's patented GreenStaxx system and using the most advanced energy efficient technologies and systems. ▪ Units will be supplied with Energy Star rated appliances and low flow fixtures, reducing waste and conserving resources. ▪ The site development will mitigate negative impacts to wetland resources.
6. EXPAND HOUSING OPPORTUNITIES. Support the construction and rehabilitation of housing to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit and where services are available. Foster the development of housing, particularly multifamily and smaller single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.	<ul style="list-style-type: none"> ▪ The project increases the number of rental units available to residents of Arlington including low- or moderate-income households ▪ The project expands the affordable housing stock in Arlington by adding 55 units of lower rent housing. ▪ Thorndike Place increases Arlington's percentage of affordable inventory by 219 units. ▪ The project will provide 11 handicap accessible units for those with disabilities. ▪ Six ownership duplex townhouses are designed similar to those existing on Dorothy St. These townhouses and additional trees will screen the larger scale building which also will be set back.
7. PROVIDE TRANSPORTATION CHOICE. Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality.	<ul style="list-style-type: none"> ▪ The site is within walking distance to the Red Line and 10 bus routes and is located next to the Minuteman Bike Path.
8. INCREASE JOB & BUSINESS OPPORTUNITIES. Attract businesses and jobs to locations near housing, infrastructure, and transportation options.	<ul style="list-style-type: none"> ▪ The project creates housing near job opportunities in the retail, service, education, health and professional sectors. ▪ Alewife's Red Line provides access to major centers.
9. PROMOTE CLEAN ENERGY. Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.	<ul style="list-style-type: none"> ▪ Thorndike Place will use GreenStaxx, Oaktree's unique, patented system that is less expensive to maintain at a lower operating cost due to: Energy Star appliances, individually controlled, cost-saving energy efficient HVAC systems, water-conserving plumbing fixtures, LED lighting, operable highly insulated windows and the most advanced exterior wall

	<p>construction.</p> <ul style="list-style-type: none"> ▪ As a transit-oriented development, residents of Thorndike Place will have numerous alternatives to owning and operating a car.
<p>10. PLAN REGIONALLY. Support the development and implementation of local and regional plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the larger Commonwealth.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place supports a local and regional housing need and provides moderate priced housing within a convenient commute to higher educational facilities as well as numerous job opportunities in the greater Boston area. ▪ The contribution of 10+ acres for conservation offers the Town opportunity to improve a neglected, even dangerous, site.

4.1

Evidence of Site Control

MassHousing Comprehensive Permit Site Approval Application

4.1 Evidence of Site Control

Thorndike Place, Arlington, MA

Three documents are included in this section:


- a. Arlington Land Realty LLC – Certificate of Amendment of Certificate of Organization
- b. Arlington Land Realty LLC – Limited Liability Company Operating Agreement
 - Please refer to Article 3 – 3.01 Member's Capital in the LLCThe LLC Agreement provides that the Member's Capital Contribution to the LLC consist of "all of its right, title and interest in and to the Property and all of its right, title and interest in and to all options, work in progress, leases and other rights and agreements with respect to such real property."
- c. Original Deed

ARLINGTON LAND REALTY LLC
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF ORGANIZATION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the following hereby amends the Certificate of Organization of Arlington Land Realty LLC (the "LLC").

1. Name of the Limited Liability Company. The name of the limited liability company is Arlington Land Realty LLC.
2. Date of Filing Original Certificate. The original Certificate of Organization of the LLC (the "Original Certificate") was filed with the Commonwealth of Massachusetts on May 15, 2015.
3. Managers. The manager of the LLC is Peter S. Mugar.
4. Execution of Documents. David T. Ting and Peter S. Mugar are, and each of them acting alone is, authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
5. Execution of Documents Relating to Real Property. David T. Ting and Peter S. Mugar are, and each of them acting alone is, authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court, and whether such real property is located within the Commonwealth of Massachusetts or elsewhere.
6. Amendment to Certificate. Paragraphs 3, 4 and 5 above amend the Original Certificate of Organization.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 19th day of May, 2015.



David T. Ting, Authorized ~~Person~~

ARLINGTON LAND REALTY LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of May, 2015, by and among Peter S. Mugar, in his capacity as the Manager, and David T. Ting and Janet M. Corpus, trustees of the Y&M Trust A under the Y&M Trust, u/d/t dated 9/28/1960, in their capacity as the trustee of the sole Member, and Arlington Land Realty LLC, a Massachusetts limited liability company (the “Company”).

RECITALS

WHEREAS, Arlington Land Realty LLC (the “LLC”) was formed by filing a Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts on May 15, 2015, and such Certificate was amended by filing a Certificate of Amendment on May 19, 2015 such Certificate, as amended from time to time, (the “Certificate”);

WHEREAS, prior to the date of this Agreement, there has been no written agreement as to the conduct of the business and affairs of the LLC; and

WHEREAS, the sole Member and the Manager wish to set out fully their respective rights, obligations, and duties with respect to the assets of the LLC;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the sole Member and the Manager enter into this Agreement and hereby agree that the LLC shall be operated in accordance with the provisions of this Agreement, under and pursuant to the LLC Act, as follows:

ARTICLE 1. **FORMATION OF THE LLC**

1.01 Formation; Filings.

(a) The Member and the Manager hereby ratify the act of Teresa Foley, as an “authorized person” within the meaning of the LLC Act, in executing and filing the Certificate. Upon the filing of the Certificate with the Secretary of State of the Commonwealth of Massachusetts, the powers of Teresa Foley as an “authorized person” ceased. The Manager shall file or cause to be filed any amendments and/or restatements to the Certificate and such filings in other jurisdictions in which the LLC conducts business as may be necessary or desirable, and may from time to time authorize, orally or in writing, on behalf of the Manager, the Member, and/or the LLC, any other Person or Persons to execute and/or file any such amendments, restatements, and any other documents or filings necessary or desirable in order to comply with any requirements of the LLC Act or the laws of any jurisdiction in which the LLC conducts business.

(b) Unless prohibited by the LLC Act or other applicable law, the provisions of this Agreement shall govern the rights and obligations of the parties hereunder.

1.02 Name. The name of the LLC shall be Arlington Land Realty LLC, provided that the Manager may elect to have the LLC transact business in other names in those jurisdictions where the Manager deems it necessary or desirable for purposes of complying with the requirements of local law, and may otherwise change the name of the LLC as the Manager, in its sole discretion, may determine, without the vote or approval of any other Person, subject to compliance with the LLC Act.

1.03 LLC Offices; Agent for Service of Process. At the time of execution of this Agreement, the address of the registered office of the LLC in the Commonwealth of Massachusetts and the name and address of the registered agent for service of process on the LLC in the Commonwealth of Massachusetts is David T. Ting, c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, MA 02116. The Manager may from time to time change the registered agent for service of process on the LLC and the location of the LLC's registered office within the Commonwealth of Massachusetts. The LLC may establish places of business within and without the Commonwealth of Massachusetts as and when required by its business and in furtherance of its purpose set forth in Section 2.01 hereof and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business.

1.04 Term. The term of the LLC shall be perpetual, unless sooner terminated in accordance with the provisions of this Agreement.

1.05 Title to the LLC Property. All property of the LLC shall be held in the name of the LLC or such nominees or trusts for the sole benefit of the LLC as the Manager may designate. All property owned by the LLC, whether real or personal, tangible or intangible, shall be owned by the LLC as a separate legal entity, distinct from the Member, and the Member, individually, shall not own any such property or hold any undivided interest therein. The interest of the Member in the LLC is personal property.

1.06 Definitions and Incorporation. Defined terms used in this Agreement, if not defined in the body hereof, are set forth in Article IX below. The schedules attached to this Agreement are incorporated herein by this reference.

1.07 Appointment, Resignation, and Removal of Managers. Peter S. Mugar is hereby appointed as the Manager of the LLC. A Manager may resign at any time by giving prior written notice to the Member. Any such resignation shall take effect at the time specified in such notice, or, if the time is not so specified, thirty (30) days after the receipt of such notice, and unless otherwise specified in such notice, acceptance of such resignation shall not be necessary to make it effective. The Member may remove a Manager from office, with or without cause. Upon the resignation or removal of a Manager as set forth above, or at any other time, the Member may designate one (1) or more replacement or additional Managers.

ARTICLE 2.
PURPOSES; POWERS

2.01 Purpose and Powers of the LLC. The LLC has been formed and its purpose is to acquire (whether by ground lease or otherwise and whether directly or indirectly through one or more limited liability companies), develop, construct, rehabilitate, renovate, improve, maintain, finance, manage, operate, lease, sell, exchange, convey, assign, mortgage, or otherwise deal with real estate, and to carry on any related or unrelated lawful business, trade, purpose, or activity that is incidental, necessary or appropriate to accomplish the foregoing. In furtherance of its purpose (but subject, however, to all other provisions of this Agreement) and without limiting in any way the powers conferred upon the LLC under the LLC Act, the LLC is hereby authorized directly or indirectly:

(a) To acquire (by purchase, lease, or otherwise), own, develop, construct, rehabilitate, renovate, improve, finance, manage, operate, maintain, lease, sell, convey, assign, mortgage, dispose of, and otherwise invest in and deal with any real or personal property necessary, convenient, or incidental to the accomplishment of the purpose of the LLC;

(b) To borrow money, secured or unsecured, and issue evidences of indebtedness in furtherance of the purpose of the LLC, including, without limitation, construction and permanent financing of the Property, and to secure the same by mortgages, pledges, or other liens on the Property;

(c) To guarantee the indebtedness and obligations of others where appropriate in furtherance of the purpose of the LLC;

(d) To repay in whole or in part, refinance, recast, increase, modify, or extend any indebtedness affecting the Property and in connection therewith to execute any extensions, renewals, or modifications of any mortgage, pledge, lease, lien, or encumbrance affecting the Property;

(e) To enter into, modify, extend, or amend leases of the whole or any portion of the Property, including ground leases and/or leases with Affiliates, and leases containing one or more options or extensions, or option(s) to purchase real estate (or any portion thereof subject to any such lease);

(f) To enter into, modify, amend, supplement, perform, and carry out contracts of any kind, including contracts with Affiliates, necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC and the rehabilitation, development, improvement, maintenance, management, and operation of the Property or otherwise required in connection with the Property, including contracts for the sale of all or portions of the Property;

(g) To adjust, compromise, and/or settle any and all obligations of, and claims made against, the LLC or the Property;

(h) To enter into, modify, and amend on behalf of the LLC (i) easements, rights of way, utility, and other agreements appropriate for the development of any portion of the Property or any real estate managed, leased, or developed by the LLC from time to time; (ii) easements, cross-easements, rights of way, and other agreements required to permit access over, through, and across any portion of the Property or any real estate managed, leased, or developed by the LLC from time to time; and (iii) other agreements or arrangements in connection with the

development and operation of any portion of the Property and any improvements constructed thereon or any real estate managed, leased, or developed by the LLC from time to time;

(i) To own stock in corporations, business trusts, and realty trusts, and to enter into joint ventures, partnerships (general or limited and whether as a general or limited partner or both), and other arrangements with third parties for purposes consistent with the purpose of the LLC;

(j) To invest any funds of the LLC and open, maintain, and close accounts with one or more banks or other financial institutions;

(k) To distribute and/or sell all or portions of any interests in corporations, business trusts, realty trusts, joint ventures, limited liability companies, and/or partnerships (general or limited and whether as a general or limited partner or both) that are owned in whole or in part by the LLC; and

(l) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts.

ARTICLE 3. CAPITAL CONTRIBUTIONS

3.01 Member's Capital in the LLC.

(a) The Member hereby makes a Capital Contribution to the LLC consisting of all its right, title and interest in and to the real property described on the attached Schedule I, and all of its right, title and interest in and to all options, work in progress, leases and other rights and agreements with respect to such real property.

(b) Except as set forth in this Article III, no Member shall be entitled, obligated, or required to make any capital contribution in addition to its Capital Contribution under Section 3.01(a), or any loan, to the LLC. No loan made to the LLC by any Member shall constitute a Capital Contribution to the LLC for any purpose.

3.02 Limitation of Liability. No Member or Manager shall have any liability to restore any negative balance in his, her, or its capital account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the LLC Act or other applicable law. Each Member's and Manager's liability shall be limited as set forth in this Agreement, the LLC Act, and other applicable law, and in all events no Member or Manager shall be liable, as a Member or Manager, for any indebtedness, liabilities, or other obligations of the LLC, whether arising in contract, tort, or otherwise, and all such debts, liabilities, or other obligations shall be obligations solely of the LLC. The failure of the LLC and/or the Manager and/or the Member to observe any formalities or requirements relating to the exercise of the powers or management of the LLC's business or affairs under this Agreement or the LLC Act shall not be grounds for imposing personal liability on the Member or the Manager for any liabilities or other obligations of the LLC.

3.03 Third-Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other person (other than a Member in its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability, or obligation (or otherwise) against the LLC or any Member, and no Member in its capacity as a Member shall be liable to third parties for any debts, liabilities, or obligations of the LLC.

ARTICLE 4. MANAGEMENT

4.01 Management.

(a) The management of, and all decisions as to, the LLC and its affairs shall be vested in the Manager. All management and other responsibilities not specifically reserved to the Member in this Agreement shall be vested in the Manager, and the Member shall have no right to participate in any approval, consent, or other decision making except as specifically provided in this Agreement. The Manager shall devote, and shall cause its managers, officers, and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Manager of its duties, provided such Persons shall not be required to devote full time to such affairs.

(b) The affirmative consent or action (regardless of whether written, oral, or by course of conduct) of the Manager on behalf of the LLC or the execution of any document by the Manager on behalf of the LLC, regardless of whether such matter is for the purpose of apparently carrying on in the usual way the business or affairs of the LLC, or as to any extraordinary matter as to the LLC, shall constitute all the requisite action necessary for purposes of authorizing and binding, and shall be the valid and authorizing action of and shall bind, the LLC as against all third parties for purposes of this Agreement and the LLC Act, and no person dealing with the LLC shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the LLC. The Manager shall have the power and authority, without any further act, vote, or approval of any other Person, to execute any and all documents, agreements, certificates, or other instruments and otherwise to bind the LLC as to any matter or act involving the LLC.

(c) The Manager shall have the power to appoint Persons to act as agents for the LLC with such titles as the Manager deems appropriate and to delegate to such agents such of the powers as are granted to the Manager hereunder, including the power to execute documents on behalf of the LLC, all as the Manager may in its sole discretion determine, provided any such appointment shall be in writing and provided, further, that no such appointment shall cause a Manager to cease to be a Manager of the LLC within the meaning of the LLC Act or this Agreement or restrict the ability of a Manager to exercise the powers so delegated. The agents so appointed may be referred to as officers and may include Persons holding titles such as President, Vice President, Treasurer, Assistant Treasurer, Secretary, or Assistant Secretary. Unless the authority of the Person designated as an officer in question is limited in the document appointing such officer, any officer so appointed shall have the same

authority to act for the LLC, subject to the terms of this Agreement, as a corresponding officer of a Massachusetts corporation would have to act for a Massachusetts corporation. Such agents and/or other agents of the LLC may be terminated and/or appointed at any time by the Manager, and the Manager may specify the duties delegated to any agent(s) from time to time. The Manager hereby appoints David T. Ting as an officer of the LLC with the title Vice President.

(d) Any Person dealing with the LLC or the Manager may rely on a certificate signed by the Manager or by any officer of the LLC:

- (i) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the LLC or are in any other manner germane to the affairs of the LLC;
- (ii) as to who is authorized to execute and deliver any instrument or document on behalf of the LLC, and as to whether any approval, consent, or other action is necessary under this Agreement and/or as to whether any such action or consent has been obtained;
- (iii) as to the authenticity of any copy of the Certificate, and as to the status of this Agreement and amendments hereto; or
- (iv) as to any act or failure to act by the LLC or as to any other matter whatsoever involving the LLC or the Manager.

4.02 Compensation.

(a) The Manager and each appointed officer or other agent shall be entitled to reimbursement from the LLC for all third-party expenses incurred by such Person in managing and conducting the business and affairs of, and otherwise acting on behalf of, the LLC. The Manager shall determine which expenses, if any, are reimbursable or otherwise allocable to the LLC in a manner which is fair and reasonable to the Manager and/or officer or other agent and the LLC, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

(b) Except as may be expressly provided for herein, or as may be hereafter approved by the Manager, no payment shall be made by the LLC to any Member for such Member's services to the LLC.

4.03 Duty of Care; Indemnification.

(a) No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall have any fiduciary duty to the LLC or to any of the others of them. No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall be liable, responsible or accountable in damages or otherwise to the LLC or to any of the others of them for (i) any act performed in good faith within the scope of the authority conferred by this Agreement, (ii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iii) any performance or failure or refusal to perform any act in reliance on the advice of Accountants or legal counsel for the LLC; provided, however, that each Member, Manager, agent, and officer of the LLC shall nevertheless be liable in all events for his, her, or its own fraud, gross negligence, willful misconduct, or (in the case of a Member or a

Manager) breach of this Agreement. More specifically, and without limitation of the foregoing, no Member, Manager, agent, or officer of the LLC shall be required to take any action (including the filing of a bankruptcy or reorganization petition or any other action in connection with any bankruptcy, reorganization, or similar proceeding) if such action would be likely to result in personal liability for such Member, Manager, agent, or officer of the LLC, or any Affiliate thereof, for any indebtedness, liabilities, or other obligations of the LLC or its subsidiaries or Affiliates (including liability under a so-called non-recourse carve-out guarantee). Each Member and Manager hereby agrees that he, she, or it will not, and those claiming by, through, or under any of them will not, bring any claim alleging a violation of the duty of good faith and fair dealing based on the failure of any Member, Manager, agent, or officer of the LLC to take any such action.

(b) In discharging their duties, the Member, Manager, agents, and officers of the LLC shall be fully protected in relying in good faith upon the records required to be maintained under Section 6.01 and upon such information, opinions, reports, or statements by any Person, as to matters the Member, Manager, agent, or officer reasonably believes are within such Person's professional or expert competence and who has been identified with reasonable care by a Member, Manager, agent, or officer, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the LLC or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid. Any repeal or amendment of this Section 4.03 shall be prospective only and shall not adversely affect any limitation on the liability of any Person existing at the time of such repeal or amendment. In addition to the circumstances in which a Person is not liable as set forth in this Section 4.03, any such Person shall not be liable to the fullest extent permitted by any provision of the laws of the Commonwealth of Massachusetts previously or hereafter enacted that further limits the liability of a Person serving in the capacity stated.

(c) To the fullest extent permitted by law, the LLC shall indemnify, defend, and save harmless each Member, Manager, agent, and officer of the LLC, and each of the respective agents, officers, partners, managers, members, employees, representatives, directors, and shareholders of any of the foregoing, from any loss, cost, damage, fee (including without limitation, legal and expert witness fees and costs), or expense incurred by reason of (i) such party's status as such Member, Manager, agent, officer, partner, manager, member, employee, representative, director, or shareholder, (ii) any act performed in good faith within the scope of the authority conferred by this Agreement, (iii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iv) any performance or omission to perform any act based upon reasonable good faith reliance on the advice of Accountants or legal counsel for the LLC, provided that no indemnification shall be given with respect to acts or omissions that constitute fraud, gross negligence, willful misconduct, or breach of this Agreement.

4.04 Reservation of Other Business Opportunities. No business opportunities other than those from time to time engaged in by the LLC shall be deemed the property of the LLC, and the Member, the Manager, and their Affiliates may engage in or possess an interest in any other business venture of any nature or description, independently or with others, even if such transaction may be considered to be competitive with, or a business opportunity that may be beneficial to, the LLC, it being expressly understood that the Member, the Manager, and their

Affiliates may be entering into transactions that are similar to the transactions into which the LLC may enter. The LLC shall not have any right, by virtue of this Agreement or at law or equity or otherwise, to share or participate in any such transaction of the Member, the Manager, or any of their Affiliates or to the income, profits, or proceeds derived therefrom. The Member, the Manager, and their Affiliates shall not incur any liability to the LLC as a result of engaging in any other business venture.

ARTICLE 5. DISTRIBUTIONS; PROFITS AND LOSSES

5.01 Distribution of Funds; Profits and Losses. So long as there is only one Member of the LLC: (a) the LLC will be a “disregarded entity” under the Code and under applicable state and local law; (b) the LLC will not elect to be treated as an association taxable as a corporation; and (c) the LLC will take all action, if any, as is necessary under the Code to maintain its status as a “disregarded entity.” Consequently, so long as there is only one Member, all cash distributions, profits, losses, and credits, and all items of income, gain, deduction, and loss of the LLC shall be considered earned or incurred, as the case may be, directly by the Member. In the event the LLC admits another Person as an additional Member, this Agreement shall be appropriately amended to reflect the LLC’s status as a partnership for tax purposes.

ARTICLE 6. FISCAL MATTERS

6.01 Books and Records. The Manager will keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Member under the LLC Act, at the principal office of the LLC for examination by the Member, or its duly-authorized representatives, at any and all reasonable times.

ARTICLE 7. DISSOLUTION AND TERMINATION

7.01 Events Causing Dissolution. The LLC shall only be dissolved and its affairs wound up upon:

- (a) the sale or other disposition of all or substantially all of the real property of the LLC, except that, if after such sale or disposition the Property includes an installment obligation, then the LLC is not dissolved under this Section 7.01(a) until such installment obligation is fully paid; or
- (b) the election to dissolve the LLC made in writing by the Member; or
- (c) the entry of a decree of judicial dissolution under Section 18-802 of the LLC Act.

Notwithstanding any other provisions of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the LLC and, upon the occurrence of such an event, the LLC shall continue without dissolution.

7.02 Procedures on Dissolution.

(a) Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the LLC's Certificate shall have been cancelled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, or if there is no Manager, a liquidator designated by the Member, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement, and cause the cancellation of the LLC's Certificate. The existence of the LLC as a separate legal entity shall continue until cancellation of the Certificate as provided in the LLC Act.

(b) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if the Member has a deficit capital account (after giving effect to all contributions, distributions, allocations, and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of the Member's capital account shall not be considered a debt owed by the Member to the LLC or to any other Person for any purpose whatsoever, and shall not be considered an asset of the LLC.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices. All notices and other communications required or permitted to be given hereunder must be sent: (a) by United States certified mail, postage fully prepaid, return receipt requested; (b) by hand delivery; (c) by Federal Express or a similar internationally recognized overnight courier service; or (d) by facsimile or electronic mail (effective upon confirmation of transmission or upon receipt by sender of a reply electronic mailing evidencing receipt, respectively, provided in either case that an additional copy of such notice is sent within one (1) business day thereafter by one of the methods described in clauses (a) or (c) above). All notices and other communications required or permitted hereunder shall be deemed effectively given upon personal delivery or receipt, and shall be addressed: (x) if to the Member or the Manager, at the address of the Member or Manager set forth in the records of the LLC; (y) if to the LLC, at its registered office maintained pursuant to Section 1.03; and (z) in the case of any of the foregoing, at such other address as may be known to the sender as the principal address of the recipient.

8.02 Word Meanings. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

8.03 Binding Effect; Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the

parties hereto and, to the extent permitted by this Agreement, their respective permitted heirs, legal representatives, successors, and assigns.

8.04 Applicable Law. This Agreement, and the application and interpretation hereof, shall be governed (without regard to conflicts of law rules) exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically by the LLC Act.

8.05 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.06 Severability; Waivers. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, except to the extent such continued validity would be clearly contrary to the intent of this Agreement assuming the entire Agreement were fully valid. The waiver of any of the provisions, terms, or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms, or conditions hereof.

8.07 Headings. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

8.08 Entire Agreement; Amendments. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by the written act of the Member. An agreement of merger or consolidation or a plan of merger shall not effect any amendment to this Agreement or effect the adoption of a new limited liability company agreement of the LLC unless it is adopted in accordance with the provisions of this Agreement governing amendment to this Agreement.

8.09 Survival of Certain Provisions. It is acknowledged and agreed that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, without limitation, the provisions of Section 4.03(c), and that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the parties hereto shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 8.09 and to specific nonsurviving provisions.

ARTICLE 9. DEFINITIONS

The following defined terms used in this Agreement shall have the meanings specified below:

“Accountants” means such firm of independent certified public accountants as may be engaged by the Manager.

“Affiliate” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (ii) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person; (iii) any officer, director, manager, member, or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, member, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means this Agreement, as it may be further amended from time to time in accordance with Section 8.08 hereof or as otherwise specifically provided herein.

“Bankruptcy” means any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for himself under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of himself or of all or any substantial part of his properties or his interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment, or decree); or

(b) If a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree; or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his properties or his interest in the LLC shall be appointed without the consent or acquiescence of said Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Capital Contribution” means the amount of cash and the agreed value of any other property contributed to the LLC by a Member in accordance with the applicable provisions of this Agreement.

“Certificate” has the meaning given in the recitals to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

“Entity” means any partnership, limited liability company, corporation, trust, cooperative, or association, or any other incorporated or unincorporated entity or association organized or existing under any state, federal or foreign law.

“LLC” has the meaning given in the recitals to this Agreement.

“LLC Act” means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of the Commonwealth of Massachusetts, as it may be amended from time to time.

“Manager” shall refer to the Person named as the Manager in this Agreement and any other Person who becomes an additional, substitute, or replacement Manager as permitted by this Agreement, in such Person’s capacity as a Manager of the LLC. “Managers” shall refer collectively to the Persons named as Managers in this Agreement and any other Persons who become Managers as permitted by this Agreement.

“Member” shall refer to the Person named as the Member in this Agreement and any Person who becomes a Member as permitted by this Agreement. “Members” shall refer collectively to the Person named as the Member in this Agreement and any Persons who become Members as permitted by this Agreement.

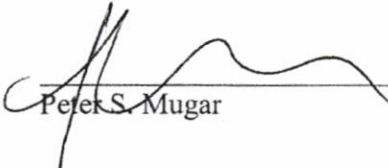
“Person” means any individual or Entity.

“Property” means all of the assets owned or held by the LLC from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

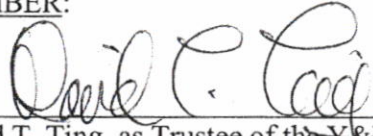
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MANAGER:



Peter S. Mugar

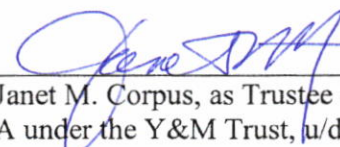
MEMBER:



David T. Ting, as Trustee of the Y&M Trust A
under the Y&M Trust, u/d/t dated 9/28/1960

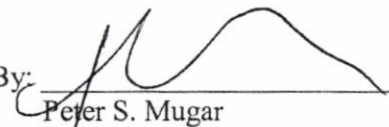
COMPANY:

Arlington Land Realty LLC



Janet M. Corpus, as Trustee of the Y&M Trust
A under the Y&M Trust, u/d/t dated 9/28/1960

By:



Peter S. Mugar
Manager

SCHEDULE I

PROPERTY DESCRIPTION

201

012/012

05/12/2009 09:43 FAX

DOCUMENT 01489184

Southern Middlesex Land Court

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Dec 30, 2008 at 10:45A

Document Fee: 125.00

Receipt Total: 1500.00

NEW: CERT 24354 BK 01363 PG 145

OLD: CERT 205975 BK 1160 PG 25

11/4



Bk: 53896 Pg: 300 Doc: DEED
Page: 1 of 4 11/24/2009 02:22 PM

DEED

DAVID T. TING and ROBERT A. KALOOSDIAN, as TRUSTEES of Y&M TRUST, under a Declaration of Trust dated September 28, 1960, recorded with the Middlesex South District Registry of Deeds in Book 9683, Page 378 and filed with the Essex South Registry District of the Land Court as Document No. 94823 ("Grantor"), having a mailing address c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, Massachusetts 02116, in consideration of Ten Dollars (\$10.00) hereby GRANTS to DAVID T. TING, as TRUSTEE OF ARLINGTON LAND REALTY TRUST under Declaration of Trust dated December 15, 2008 and recorded with Middlesex South District Registry of Deeds in Book 52027, Page 352 (the "Grantee"), having a mailing address c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS, that certain parcel of land with the improvements thereon located in Arlington, Middlesex County, Massachusetts, being more particularly described as follows:

A certain parcel of land situated on the southerly side of Dorothy Road at the southerly end of Littlejohn Street, in Arlington, Middlesex County, Massachusetts, bounded and described as follows:

NORTHERLY	by Dorothy Road and the southerly end of Littlejohn Street, one hundred ninety-seven and 21/100 feet;
EASTERLY	by land now or late of Star Market Co., one hundred feet;
SOUTHEASTERLY	by the same land, one hundred sixty-nine and 30/100± feet;
SOUTHWESTERLY	by land taken by the Department of Public Works on behalf of the Commonwealth of Massachusetts by Order of Taking dated March 20, 1962, and recorded with Middlesex South District Deeds in Book 10006, Page 346, for the alteration and widening of Concord Turnpike (known as Route 2), four hundred seventeen feet;

Property Address: Dorothy Road, Arlington, Massachusetts

Soulston - Sturrs
400 Atlantic Avenue

NORTHERLY AGAIN	by land now or late or Oneida Corporation, one hundred twenty-one± feet;
WESTERLY	by the same land, twenty-six and 30/100 feet;
NORTHERLY AGAIN	by land now or late of Michael L. Sarno, one hundred ten and 35/100 feet; and
EASTERLY	by Littlejohn Street, forty-three and 20/100 feet.

Said premises are shown as Lot C on a plan dated October 1, 1954, by Kenneth B. Oates, C.E., recorded with said Deeds as Plan No. 1903 of 1954, in Book 8365, Page 547, except the portion thereof taken by said Order of Taking and which is shown as Parcel 1 on a plan dated March 20, 1962, recorded with said Order of Taking as Plan No. 342 of 1962, in Book 10006, Page 348. Said parcel contains about 1.6 acres.

Or however otherwise said premises may be bounded or described and be all or any of said measurements or contents more or less, being a portion of the premises conveyed to said Thomas J. Lee and Delia M. Lee, as tenants by the entirety, by Charles F. Wyman and others, Trustees of the Wyman Bros. Realty Trust, by deed dated July 5, 1939 and recorded with said Deeds in Book 6306, Page 105.

Said premises are subject to Takings made by the Town of Arlington recorded in Book 7372, Page 128; Book 7372, Page 131; Book 7372, Page 133; Book 7368, Page 352; Book 7777, Page 144 and Book 9357, Page 435. Said premises are also subject to takings for State Highway and to betterment assessments, if any.

The above-described premises are conveyed subject to and with the benefit of all easements, covenants and restrictions of record, insofar as the same are still in force and applicable.

For Grantor's title, see Deed of Delia Mary Lee, individually and as Conservator of the property of Thomas F. Lee, dated December 30, 1963, recorded with Middlesex South District Registry of Deeds in Book 10433, Page 440.

The consideration for this conveyance is less than \$100.00, and no excise tax is imposed by law.

[Signature page to Deed of Y&M Trust to Arlington Land Realty Trust]

Executed as a sealed instrument to take effect as of the 12th day of
NOVEMBER, 2009.

Y&M TRUST

By: David T. Ting

David T. Ting, as Trustee
and not individually

By: Robert A. Kaloosdian

Robert A. Kaloosdian, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS)

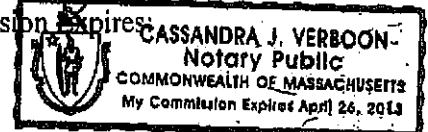
) ss.

County of Suffolk)

On this 12th day of November, 2009, before me, the undersigned
notary public, personally appeared David T. Ting, as Trustee of Y&M Trust, proved to me
through satisfactory evidence of identification, which was personal knowledge, to be the
person whose name is signed on the preceding document, and acknowledged to me that
he signed it voluntarily for its stated purpose.

Cassandra J. Verboon
Notary Public

My Commission Expires:

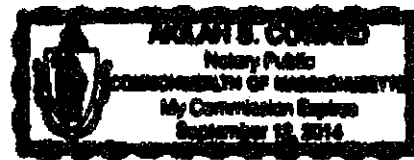


COMMONWEALTH OF MASSACHUSETTS)

County of Middlesex) ss.
)

On this 28th day of October, 2009, before me, the undersigned notary public, personally appeared Robert A. Kaloosdian, as Trustee of Y&M Trust, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Ariah S. Coward
Notary Public Ariah S. Coward
My Commission Expires: 9/12/2014



5.1

Letter of Interest from an NEF Lender



Bank

America's Most Convenient Bank®

TD Bank, N.A.
Commercial Real Estate
200 State Street, 8th Floor
Boston, MA 02109
www.tdbank.com

May 19, 2015

Mr. Peter S. Mugar
Arlington Land Realty, LLC
222 Berkeley Street
Boston, Massachusetts 02116

RE: Letter of Support -Thorndike Place - proposed residential development site located in Arlington, MA

Dear Mr. Mugar:

Thank you for sharing the information regarding Thorndike Place, a proposed residential apartment development site located in Arlington, MA.

As I understand it, the Thorndike Place transaction is a proposed four story apartment building containing approximately 219 units, 25% of which will be affordable apartments. The site is located on the Mugar Family land off Route 2 in Arlington.

This letter is to express TD Bank's potential interest in financing both the construction and permanent phase of the proposed Project once all applicable project approvals have been obtained, subject to normal and customary underwriting by the Bank that would take place at a later date. Although TD Bank is not a New England Fund Lender, the bank would partner with a NEF lender for this potential financing.

This letter does not constitute, nor shall it be construed as, a financing commitment for the Project. Should the Bank be requested to finance the construction of the Project, the applicant would be requested to submit a loan application with supporting documentation for review by the Bank in accordance with the Bank's customary underwriting and lending practices.

Please feel free to contact me directly at 617-737-3678 should you have any questions.

Very truly yours,

Michael Pappas
Vice President
TD Bank
200 State Street, 8th Floor
Boston, MA 02109

5.2

Market Rental Comparables

Arlington Comparables

Community	Units	Sq Ft	Rent	Configuration
Vox on Two 223 Concord Turnpike Cambridge		597-620 643-1116 1032-1041 1045-1299	\$2160-2230 \$2385-2770 \$2780-2815 \$2995-3230	Studio/1 Bath 1 Bed/ 1 Bath 2 Bed/ 1 Bath 2 Bed/ 2 Bath
276 Mass Ave Arlington 5-story, Built 1952	75	600 78,478 total	\$1450 \$1650	1 Bed/ 1 Bath 2 Bed/ 1 Bath
Hanover CambridgePark 160 Cambridge Park Drive Cambridge		721-1017 1111-1351	\$2435-3150 \$3172-3748	1 Bed/ 1 Bath 2 Bed/ 2 Bath
Cambridge Park 30 Cambridge Park Drive Cambridge	312	698 716-752 1090-1320	\$2064 \$2065-2154 \$2723-3008	Studio/1 Bath 1 Bed/ 1 Bath 2 Bed/ 2 Bath
Arlington 360 Apartments & Townhomes 4105 Symmes Circle Arlington Note: Prices “Starting at”		591-688 722-825 1100-1127 1198-1293 1317-1465 1470-1483 1483 1561-1638 1533 1620-1640	\$1900-1975 \$2140-2255 \$2370-2480 \$2765-2810 \$2870-2985 \$2980 \$3475 \$3580-3625 \$3585 \$3610-3685	Studio/1 Bath 1 Bed/ 1 Bath 1 Bed/ 1 Bath + den 2 Bed/ 2 Bath 2 Bed/ 2 Bath + den 2 Bed/ 2.5 Bath TownHs 3 Bed/ 2 Bath 3 Bed/ 2 Bath + den 3 Bed/ 2 Bath TownHs 3 Bed/ 3 Bath TownHs
Normandy Ave Cambridge			\$1500 \$1750	1 Bed/ 1 Bath 2 Bed/ 1.5 Bath
Atmark 80 Fawcett Street Cambridge		569-594 696-841 1100-1297	\$2110-2235 \$2342-2810 \$3113-3486	Studio/1 Bath 1 Bed/ 1 Bath 2 Bed/ 2 Bath
Residences at Rivers Edge 100 Rivers Edge Drive Medford		560 764-776 1094-1157	\$1988 \$2157-2252 \$2604-2840	Studio/1 Bath 1 Bed/ 1 Bath 2 Bed/ 2 Bath
Windsor at Maxwell’s Green 1 Maxwell’s Green Somerville		495-655 764-800 795-875 974-1198 966-1169 1164 1395-1420	\$2050-2170 \$2345-2575 \$2695 \$3135-3250 \$3390-3430 \$3805 \$3975	Studio/1 Bath 1 Bed/ 1 Bath 1 Bed/ 1 Bath + den 2 Bed/ 2 Bath 2 Bed/ 2 Bath + den 3 Bed/ 2 Bath 3 Bed/ 2 Bath TownHs

For Reference – Selected Amenities – April 2015

	Average Walk Time	Distance
Food/Beverage Stores		
Whole Foods	22-24 min walk	1.1-1.2 miles
Trader Joes	22-24 min walk	1.1-1.2 miles
Cambridge Wine & Spirits	22-24 min walk	1.1-1.2 miles
Stop & Shop	21 min walk	1.0 miles
Restaurants		
Dunkin Donuts	24 min walk	1.3 miles
McDonald's	24 min walk	1.3 miles
Chipotle Mexican Grill	24 min walk	1.3 miles
Genki Ya	24 min walk	1.3 miles
Daggs Deli	9-10 min walk	0.5 miles
Arlington Restaurant & Diner	9-10 min walk	0.5 miles
Little Q Hot Pot	9-10 min walk	0.5 miles
Szechuan House	9-10 min walk	0.5 miles
Barismo Coffee	9-10 min walk	0.5 miles
Ristorante Olivio	9-10 min walk	0.5 miles
Menotomy Grill & Tavern	9-10 min walk	0.5 miles
Specialty Stores		
Staples	22-24 min walk	1.1-1.2 miles
TJ Maxx	22-24 min walk	1.1-1.2 miles
Radio Shack	22-24 min walk	1.1-1.2 miles
Pet Smart	22-24 min walk	1.1-1.2 miles
Circle Furniture	22-24 min walk	1.1-1.2 miles
Bank/Pharmacy		
TDBank	24 min walk	1.3 miles
CVS	9 min walk	0.4 miles
Nature Trails/Fitness		
Minuteman Commuter Bikeway	3 min walk	0.1-.2 miles
Alewife Reservation - Hiking & Bird Watching	14 min walk	0.7 miles
Elite Medspa & Wellness	10 min walk	0.5 miles
Arlington Health & Fitness	10 min walk	0.5 miles
Entertainment		
Capital Theater	11 min walk	0.5 miles
Apple Cinema	22-24 min walk	1.1-1.2 miles
Lanes & Games	14 min walk	0.7 miles
Transportation		
Alewife Station (train, and buses)	14 min walk	0.7 miles

[Back to search](#)

Vox on Two

223 Concord Turnpike, Cambridge MA 02140 [Map](#)

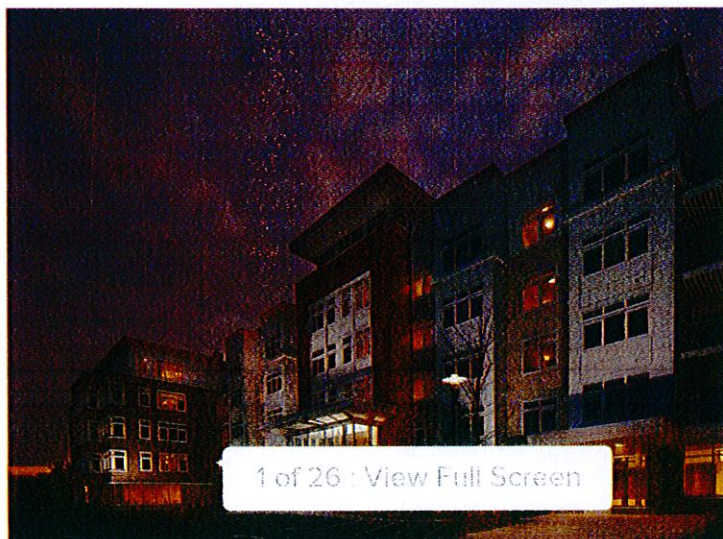
\$2185 - \$3285 | 0-2 Beds | Pets OK | **(617) 553-1897**

(617) 830-6973

Check Availability

SAVE

SAVE



Contact this property

Call **(617) 553-1897** **(617) 830-6973** or send an email

To: **Vox on Two**

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

[Floor Plans](#)

[Amenities](#)

[Property Details](#)

[Neighborhood Info](#)

Floor Plans

[back to the top](#)

Studio - 2 floor plans starting at \$2185 / mo

S1A

0 bed

1 bath

\$2185 / mo

620 sqft

(617) 553-1897

[CHECK AVAILABILITY](#)

S1C

0 bed

1 bath

\$2195 - \$2210 / mo

597 sqft

(617) 553-1897

[CHECK AVAILABILITY](#)

1 Bedroom - 13 floor plans starting at \$2340 / mo

2 Bedrooms - 11 floor plans starting at \$3120 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher

Garbage Disposal

Microwave

Stainless Steel Appliances

Laundry:

Washer/Dryer in Unit

Parking:

Covered Parking

Pets:

Pets OK

Features:

Air Conditioning
Balcony
Cable Ready
Fireplace
Garden Tub
High Speed Internet Access
Oversized Closets
Vaulted Ceilings
View
Wireless Internet Access

Community:

Accepts Credit Card Payments, Accepts Electronic Payments, Clubhouse, Conference Room, Controlled Access, Elevator, Emergency Maintenance, Fitness Center, Media Center, Pool

Additional:

Pet Friendly, Public Transportation, Trail, Bike, Hike, Jog

Property Details

[back to the top](#)

BRAND NEW! Now Leasing! Green living...luxury homes...top-notch Cambridge address....walking distance to Alewife T station!

Experience all Boston has to offer without the cost of living downtown! Get anywhere you want. Be anywhere in no time flat. VOX on Two's address on Route 2 in Cambridge, combined with Alewife T Station being just minutes away by foot, make this THE perfect location for anyone craving convenience. Hit Harvard Square or Porter Square for trendy boutiques and fine dining. Commuting to the employment hubs in Kendall Square will be a breeze. Our brand new luxury community is available for move-in now!

Leasing Terms

Our lease terms are: 12 months (Please note that lease terms may vary, are subject to change without notice, and are based on availability. Inquire with property staff for complete details).

Pet Policy: VOX on Two is a pet-friendly community. Cats and dogs welcome (some restrictions will apply).

Your furry friends will love the lush green space!

Pet Policy

Dogs Allowed. Cats Allowed. Pets Accepted. Call for service animal policy.

Community Information

228 units

Building Type

Apartment

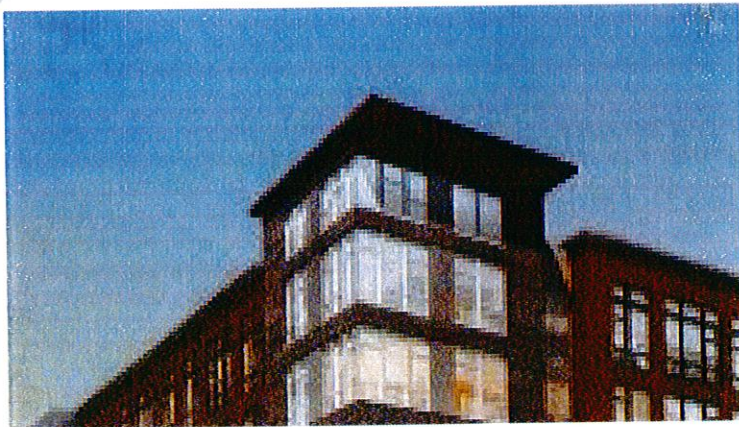
Contact Property

[CHECK AVAILABILITY](#)

or call **(617) 553-1897** **(617) 830-6973**

Similar Properties

[back to the top](#)



[View More](#)

Neighborhood Info

[back to the top](#)

223 Concord Turnpike, Cambridge MA 02140

[Map](#)

[Street View](#)

[Back to search](#)

Hanover Cambridge Park

160 Cambridge Park Drive, Cambridge MA 02140 [Map](#)

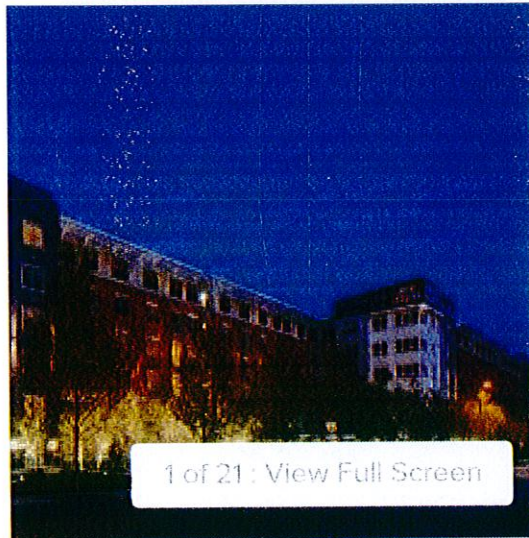
\$2415 - \$4234 | 1-2 Beds | Pets OK | **(617) 863-3279**

(617) 440-4786

Check Availability

SAVE

SAVE



1 of 21 : View Full Screen

Contact this property

Call **(617) 863-3279** **(617) 440-4786** or send an email

To: **Hanover Cambridge Park**

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

Floor Plans

Amenities

Property Details

Neighborhood Info

Floor Plans

[back to the top](#)

1 Bedroom - 8 floor plans starting at \$2415 / mo

A	1 bed	1 bath	\$2415 - \$2815 / mo	721 sqft	(617) 863-3279	Unavailable
E	1 bed	1 bath	\$2545 - \$3220 / mo	897-940 sqft	(617) 863-3279	CHECK AVAILABILITY
B	1 bed	1 bath	\$2606 - \$3106 / mo	731-760 sqft	(617) 863-3279	CHECK AVAILABILITY
D	1 bed	1 bath	\$2610 - \$3120 / mo	850-878 sqft	(617) 863-3279	CHECK AVAILABILITY
C	1 bed	1 bath	\$2636 - \$3211 / mo	725-788 sqft	(617) 863-3279	CHECK AVAILABILITY
F	1 bed	1 bath	\$2893 - \$3453 / mo	1017-1038 sqft	(617) 863-3279	CHECK AVAILABILITY
G	1 bed	1 bath	\$3122 - \$3582 / mo	950 sqft	(617) 863-3279	Unavailable
H	1 bed	1 bath	\$3172 - \$3697 / mo	966-992 sqft	(617) 863-3279	CHECK AVAILABILITY

2 Bedrooms - 5 floor plans starting at \$3288 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Laundry:

Washer/Dryer in Unit

Parking:

Contact for details **(617) 863-3279** **(617) 440-4786**

Pets:

Pets OK

Features:

Balcony

Ceiling Fan(s)

Community:

Accepts Electronic Payments, Fitness Center

Additional:

Pet Friendly

Property Details

[back to the top](#)

Brand New Construction in Cambridge, MA

Surrounded by Cambridge's eclectic city squares and neighborhoods to the South and East, popular suburbs to the North, Hanover CambridgePark offers luxury apartments near Alewife station and are conveniently located within walking distance of the Alewife MBTA Station, and near Fresh Pond Shopping Center - which houses Whole Foods, Trader Joe's, Starbuck's, Staples, Chipotle, Entertainment Cinemas and more. Our Cambridge Mass. apartments feature the latest high-end finishes, fixtures and appliances, including gourmet kitchens with energy efficient stainless steel Whirlpool appliances, wood flooring, painted accent walls, large closets and spa-like baths. * Amenities include a private clubroom with HDTV screening room, state-of-the-art fitness center and yoga room, demonstration kitchen with fireside lounge and dining room. This active community features outdoor gathering and recreation with two resident courtyards, a resort-style pool, conversational fireplace seating with HD TV, ample bike storage with rider lounge and immediate access to an extensive network of scenic bike and walking trails. Hanover CambridgePark's apartments near Alewife bring you modern luxuries in the heart of one the nation's oldest cities.

Leasing Terms

Our lease terms are: 12 months, 13 months (Please note that lease terms may vary, are subject to change without notice, and are based on availability. Inquire with property staff for complete details).

Dog Policy: \$75 pet rent. Restrictions: Pets may be permitted with an additional fee and deposit; dogs are restricted by breed. Dog breeds not permitted are Staffordshire Bull Terriers, Dobermans, Rottweillers, and Chow Chows, and any mixes thereof. Resident must sign a separate Animal Addendum and provide a copy of the pet's veterinarian records, including weight, and a picture of the pet, prior to approval. No more than two pets allowed per apartment; however, only one pet over 25 pounds will be allowed. Pet fees and deposits are

Cat Policy: \$45 pet rent. Restrictions: Pets may be permitted with an additional fee and deposit; dogs are restricted by breed. Dog breeds not permitted are Staffordshire Bull Terriers, Dobermans, Rottweillers, and Chow Chows, and any mixes thereof. Resident must sign a separate Animal Addendum and provide a copy of the pet's veterinarian records, including weight, and a picture of the pet, prior to approval. No more than two pets allowed per apartment; however, only one pet over 25 pounds will be allowed. Pet fees and deposits are

Pet Policy

Dogs Allowed. Cats Allowed. Pets Accepted. Call for service animal policy.

Community Information

398 units

Building Type

Apartment

Contact Property

[CHECK AVAILABILITY](#)

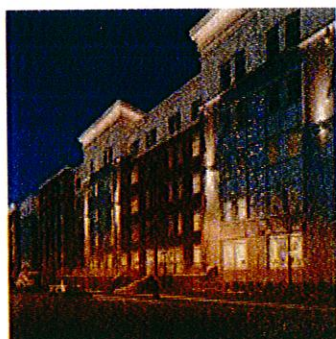
or call **(617) 863-3279** **(617) 440-4786**

Similar Properties

[back to the top](#)



Vox on Two
From \$2185 | 0-2 Beds



Atmark Cambridge
From \$2182 | 0-2 Beds



Lofts at Kendall Square
From \$2405 | 1-2 Beds



91 Sidney
From \$2745 | 1-2 Bed

[View More](#)

[Back to search](#)

Cambridge Park

30 Cambridge Park Dr., Cambridge MA 02140 [Map](#)

\$2511 - \$3234 | 1-2 Beds | Pets OK | **(617) 401-9631**

(617) 863-3282

Check Availability

SAVE

SAVE



Contact this property

Call **(617) 401-9631** **(617) 863-3282** or send an email

To: **Cambridge Park**

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

[Floor Plans](#)

[Amenities](#)

[Property Details](#)

[Neighborhood Info](#)

Floor Plans

[back to the top](#)

1 Bedroom - 10 floor plans starting at \$2651 / mo

1 Bedroom A	1 bed	2 bath	\$2651 / mo	701 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom H	1 bed	2 bath	\$2771 / mo	828 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom C	1 bed	1 bath	\$2782 / mo	716 sqft	(617) 401-9631	CHECK AVAILABILITY
Studio A	1 bed	1 bath	Call for Pricing	698 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom J	1 bed	1 bath	Call for Pricing	918 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom F	1 bed	1 bath	Call for Pricing	727 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom I	1 bed	1 bath	Call for Pricing	870 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom G	1 bed	1 bath	Call for Pricing	752 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom B	1 bed	1 bath	Call for Pricing	706 sqft	(617) 401-9631	CHECK AVAILABILITY
1 Bedroom E	1 bed	1 bath	Call for Pricing	720 sqft	(617) 401-9631	CHECK AVAILABILITY

2 Bedrooms - 18 floor plans starting at \$3126 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher

Microwave

Laundry:

Washer/Dryer in Unit

Parking:

Garage

Pets:

Pets OK

Features:

Air Conditioning

Furnished Available

Oversized Closets

Some Utilities Covered

Community:

Clubhouse, Elevator, Emergency Maintenance, Extra Storage, Fitness Center, Full Concierge Service, Gated Access, Hot Tub, On Site Management, Pool

Additional:

Pet Friendly, Public Transportation

Property Details

Located in the heart of Cambridge with utilities included and easy access to the MBTA, Davis Square, and Porter Square.

Heat and hot water are included at Cambridge Park Apartments, a modern mid-rise offering the perfect lifestyle in North Cambridge. Our spacious apartments feature walk-in closets, a gourmet kitchen, and in-home washer and dryer. Access to the MBTA subway is just minutes from your front door, helping balance your lifestyle between Boston and the suburbs. You'll experience a sense of real community at Cambridge Park Apartments: an urban lifestyle with wonderful amenities and exceptional service.

Leasing Terms

Our lease terms are: Flexible terms (Please note that lease terms may vary, are subject to change without notice, and are based on availability. Inquire with property staff for complete details).

Dog Policy: 40 Pound Weight Limit. Maximum 2 dogs per apartment. \$75.00 pet rent.

Cat Policy: 40 Pound Weight Limit. Maximum 2 cats per apartment. \$50.00 pet rent.

Pet Policy

Dogs Allowed. Cats Allowed. Pets Accepted. Call for service animal policy.

Community Information

312 units

Building Type

Apartment

Contact Property

[CHECK AVAILABILITY](#)

or call **(617) 401-9631(617) 863-3282**

Similar Properties

[Back to search](#)

Arlington 360

4105 Symmes Circle, Arlington MA 02474 [Map](#)

\$1975 - \$3600 | 0-3 Beds

Check Availability

SAVE

SAVE



Contact this property

To: Arlington 360

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

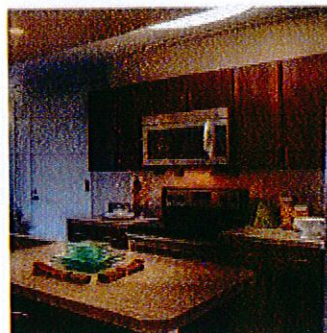
Nearby Properties



Brigham Square
From \$2123 | 0-2 Beds



The Legacy At Arlington...
From \$1900 | 1-2 Beds



Mystic Place
From \$1670 | 1-2 Beds



Shaker Glen Village
From \$1395 | 1-2 Bed

[View More](#)

[Floor Plans](#)

[Amenities](#)

[Property Details](#)

[Neighborhood Info](#)

Floor Plans

[back to the top](#)

Studio - 3 floor plans starting at \$1975 / mo

S3 0 bed 1 bath From \$1975 / mo 630 sqft

[CHECK AVAILABILITY](#)

S1 0 bed 1 bath From \$1975 / mo 548 sqft

[CHECK AVAILABILITY](#)

S2 0 bed 1 bath From \$1975 / mo 681 sqft

[CHECK AVAILABILITY](#)

1 Bedroom - 6 floor plans starting at \$2140 / mo

2 Bedrooms - 9 floor plans starting at \$2650 / mo

3 Bedrooms - 4 floor plans starting at \$3500 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher
Garbage Disposal
Gas Range
Island Kitchens
Microwave
Refrigerator
Stainless Steel Appliances

Laundry:

Washer/Dryer in Unit

Parking:

Covered Parking
Garage

Pets:

Contact for details

Features:

Air Conditioning
Baicony
Cable Ready
Garden Tub
High Speed Internet Access
New/Renovated Interior
Oversized Closets
View
Wireless Internet Access

Community:

Accepts Electronic Payments, Basketball Court(s), Business Center, Clubhouse, Conference Room, Elevator, Emergency Maintenance, Extra Storage, Fitness Center, Handicap Access, Media Center, On Site Maintenance, On Site Management, Playground, Pool, Recreation Room, Smoke Free

Additional:

Pet Friendly, Public Transportation, Trail, Bike, Hike, Jog

Property Details

[back to the top](#)

Brand new premier luxury community in Arlington, MA. Live in style and comfort. Our apartments and townhomes are elegantly styled with sophisticated features and finishes that make it easy for you to feel at home. From the gourmet inspired kitchens to vibrant open floorplans. You'll definitely find exactly what you're looking for inside our residences. Also, just steps from your door you extend your living experience with the luxurious clubroom, media room, billiards and gaming areas, 24 hr fitness center with yoga studio, seasonal pool, cyber cafes and breathtaking Boston City views. Welcome home to Arlington 360.

Leasing Terms

13-Month

Pet Policy

Breed Restriction. Call for service animal policy.

Community Information

164 units

Building Type

Apartment

Contact Property

[CHECK AVAILABILITY](#)

Neighborhood Info

[back to the top](#)

[Back to search](#)

Atmark Cambridge

80 Fawcett Street, Cambridge MA 02138 [Map](#)

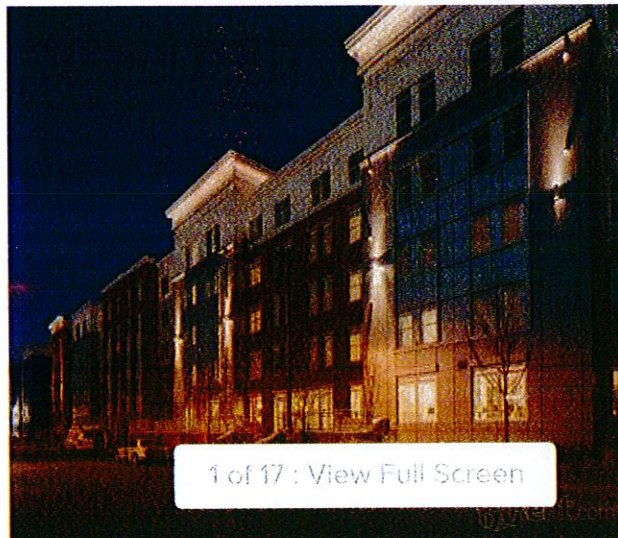
\$2182 - \$3537 | 0-2 Beds | Pets OK | **(617) 580-3290**

(617) 409-2339

Check Availability

SAVE

SAVE



Contact this property

Call **(617) 580-3290** **(617) 409-2339** or send an email

To: **Atmark Cambridge**

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

[Floor Plans](#)

[Amenities](#)

[Property Details](#)

[Neighborhood Info](#)

Floor Plans

[back to the top](#)

Studio - 5 floor plans starting at \$2182 / mo

Studio	0 bed	1 bath	\$2182 / mo	569 sqft	(617) 580-3290	CHECK AVAILABILITY
Studio S-1	0 bed	1 bath	\$2230 - \$2365 / mo	588 sqft	(617) 580-3290	CHECK AVAILABILITY
Studio	0 bed	1 bath	\$2240 / mo	594 sqft	(617) 580-3290	CHECK AVAILABILITY
Studio S-3	0 bed	1 bath	\$2295 - \$2345 / mo	608 sqft	(617) 580-3290	CHECK AVAILABILITY
Studio	0 bed	1 bath	Call for Pricing	663 sqft	(617) 580-3290	Unavailable

1 Bedroom - 12 floor plans starting at \$2395 / mo

2 Bedrooms - 14 floor plans starting at \$2947 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher
Garbage Disposal
Island Kitchens
Microwave

Refrigerator
Stainless Steel Appliances

Laundry:

Washer/Dryer in Unit

Parking:

Covered Parking
Garage

Pets:

Pets OK
Pet Park

Features:

Air Conditioning
Balcony
Cable Ready
Deck
Fireplace
Garden Tub
Hardwood Floors
High Speed Internet Access
Oversized Closets
Vaulted Ceilings
View
Wireless Internet Access

Community:

Business Center, Clubhouse, Controlled Access, Elevator, Fitness Center, Full Concierge Service, Green Community, Handicap Access, Media Center, On Site Maintenance, On Site Management, Pool, Recreation Room, Smoke Free

Additional:

Pet Friendly

Property Details

Now leasing brand new Atmark apartments. Full of innovative features and forward-thinking amenities right by Fresh Pond and the Alewife T station. Prepare for an elevated living experience that's unlike any other apartment community in Cambridge.

Come enjoy all that Cambridge has to offer. Besides easy access to Harvard University and the Massachusetts Institute of Technology, Atmark has brand new, LEED Silver designed apartment homes to meet your every need. You'll love the sleek environment with 10' ceilings, granite countertops, modern wood cabinetry, stainless steel appliances, and hardwood flooring. Plus, ENERGY STAR appliances, low-voltage lighting and high-efficiency heating and cooling systems keep utility costs in check. Kick back in social areas featuring courtyards, a grilling area with seating and fire pits, a full-sized bocce court, a sun-splashed pool with cabanas, and the Sky Lounge with views of downtown Boston. Plus a fully-equipped fitness center with yoga studio, game room, theatre lounge and more. Be sure to check with the leasing office about the newest rent specials and incentives currently being offered.

Leasing Terms

Lease Terms: 6-24 Months

Pet Policy: Some Breed Restrictions Apply. Call Today For Details

Pet Policy

Pets Accepted. Call for service animal policy.

Community Information

260 units

Building Type

Apartment

Contact Property

[CHECK AVAILABILITY](#)

or call **(617) 580-3290** **(617) 409-2339**

Similar Properties

[Back to search](#)

The Residences at Rivers Edge

100 Rivers Edge Drive, Medford MA 02155 [Map](#)

\$1950 - \$6788 | 0-3 Beds | Pets OK | **(781) 780-2219**

(781) 780-6188

Check Availability

SAVE

SAVE



Contact this property

Call **(781) 780-2219** **(781) 780-6188** or send an email

To: The Residences at Rivers Edge

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

[Floor Plans](#)

[Amenities](#)

[Property Details](#)

[Neighborhood Info](#)

Floor Plans

[back to the top](#)

Studio - 2 floor plans

**Studio
560**

0 bed

1 bath

Call for Pricing

560 sqft

**(781) 780-
2219**

Unavailable

**Studio
646**

0 bed

1 bath

Call for Pricing

646 sqft

**(781) 780-
2219**

Unavailable

1 Bedroom - 9 floor plans starting at \$1950 / mo

2 Bedrooms - 6 floor plans starting at \$2954 / mo

3 Bedrooms - 1 floor plan starting at \$3169 / mo

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher

Garbage Disposal

Island Kitchens

Microwave

Refrigerator

Stainless Steel Appliances

Laundry:

Laundry Facility

Washer/Dryer in Unit

Parking:

Covered Parking

Garage

Pets:

Pets OK

Features:

Air Conditioning

Balcony

Cable Ready

Ceiling Fan(s)

Deck

Fireplace

Garden Tub

Hardwood Floors

High Speed Internet Access

Oversized Closets

Patio

View

Wireless Internet Access

Community:

Clubhouse, Controlled Access, Elevator, Emergency Maintenance, Extra Storage, Fitness Center, Gated Access, Handicap Access, Hot Tub, Media Center, On Site Maintenance, On Site Management, On Site Patrol, Pool, Recreation Room

Additional:

Pet Friendly, Public Transportation, Short Term Available, Trail, Bike, Hike, Jog

Property Details

[back to the top](#)

Distinctive Apartment Living Minutes From Downtown Boston... Rivers Edge is just an 8 minute walk to the Wellington Station Orange Line MBTA stop... Adjacent to the Park at Rivers Edge, the Tufts Boat House and

the Malden River

Live a luxury apartment lifestyle overlooking acres of lush river-front parklands in Medford. Soothing river views, boutique features, finishes and amenities are all just a short distance from the Wellington Station Orange Line T stop and major highways.

Leasing Terms

Lease terms are variable. Please inquire with property staff.

Pet Policy

Dogs Allowed. Cats Allowed. Pets Accepted. Call for service animal policy.

Community Information

222 units

Building Type

Apartment

Contact Property

CHECK AVAILABILITY

or call **(781) 780-2219**(781) 780-6188

Similar Properties

[back to the top](#)

[View More](#)

Neighborhood Info

[Back to search](#)

Windsor at Maxwell's Green

1 Maxwell's Green, Somerville MA 02144 [Map](#)

\$2195 - \$3490 | 0-3 Beds | Pets OK | **(855) 274-5804**

[\(855\) 245-0756](#)[Check Availability](#)[SAVE](#)[SAVE](#)

1 of 34 : [View Full Screen](#)

Contact this property

Call **(855) 274-5804** **(855) 245-0756** or send an email

To: Windsor at Maxwell's Green

Subject:

Hi, I found your listing on Rent.com and would like to schedule a visit. Thanks!

Move-In:

6/1/2015

From:

Name

Email Address

SEND

☒ Simplify my search with helpful tips and rental recommendations.

By sending, you agree to Rent.com's [Terms of Use](#) and [Privacy Policy](#).

Floor Plans

Amenities

Property Details

Neighborhood Info

Floor Plans

[back to the top](#)

Studio - 1 floor plan starting at \$2195 / mo

Studio	0 bed	1 bath	\$2195 - \$2255 / mo	495-655 sqft	(855) 274-5804	CHECK AVAILABILITY
---------------	-------	--------	-------------------------	--------------	-----------------------	------------------------------------

1 Bedroom - 2 floor plans

1 Bedroom	1 bed	1 bath	Call for Pricing	764-800 sqft	(855) 274-5804	Unavailable
1 Bedroom + Den Area	1 bed	1 bath	Call for Pricing	795-875 sqft	(855) 274-5804	Unavailable

2 Bedrooms - 2 floor plans starting at \$2920 / mo

2 Bedroom	2 bed	2 bath	\$2920 - \$3260 / mo	974-1198 sqft	(855) 274-5804	CHECK AVAILABILITY
2 Bedroom + Den Area	2 bed	2 bath	\$3450 - \$3490 / mo	966-1169 sqft	(855) 274-5804	CHECK AVAILABILITY

3 Bedrooms - 2 floor plans

3 Bedroom	3 bed	2 bath	Call for Pricing	1164 sqft	(855) 274-5804	Unavailable
3 Bedroom Townhouse	3 bed	2 bath	Call for Pricing	1395-1420 sqft	(855) 274-5804	Unavailable

Prices, specials, features and availability subject to change.

Amenities

[back to the top](#)

Kitchen:

Dishwasher
Garbage Disposal
Island Kitchens
Microwave
Refrigerator
Stainless Steel Appliances

Laundry:

Washer/Dryer in Unit

Parking:

Garage

Pets:

Pets OK
Pet Park

Features:

Air Conditioning
Balcony
Cable Ready
Deck
Hardwood Floors
High Speed Internet Access
New/Renovated Interior
Oversized Closets
Patio
Wireless Internet Access

Community:

Accepts Electronic Payments, Business Center, Clubhouse, Controlled Access, Elevator, Emergency

Maintenance, Extra Storage, Fitness Center, Gated Access, Green Community, Media Center, On Site Maintenance, On Site Management, Smoke Free

Additional:

Pet Friendly, Public Transportation, Short Term Available, Trail, Bike, Hike, Jog

Property Details

[back to the top](#)

Beautiful New Apartments in Somerville, Massachusetts Close to Cambridge, Medford and Boston.

New Apartments in Somerville, MA. Choose from studios, 1, 2 & 3 Bedrooms, many with den areas. Impressive interiors feature bamboo flooring, modern kitchens with cashmere white granite counters, stainless steel appliances, in-suite washer/dryer, expansive windows and private balconies. Enjoy exclusive full use to the Maxwell's Green incredible lifestyle amenity center featuring a host of organized classes including fitness, yoga, Zumba!, cooking and monthly resident events. Close to Davis Square, Porter Square, Cambridge, Medford & Boston. Live on the Green.

Leasing Terms

Our lease terms are: 12 months (Please note that lease terms may vary, are subject to change without notice, and are based on availability. Inquire with property staff for complete details).

Pet Policy: Pets Welcome. Cats: \$35 per month, Dogs Under 40 lbs.: \$60 per month, Dogs Under 80 lbs. \$80 per month. Two Pet Maximum Per Apartment

Pet Policy

Dogs Allowed. Cats Allowed. Pets Accepted. Call for service animal policy.

Community Information

184 units

Building Type

Apartment

Contact Property

[CHECK AVAILABILITY](#)

or call **(855) 274-5804(855) 245-0756**

Similar Properties

[back to the top](#)

5.3

Market Study

5.3 Market Study

This study is not available unless requested.

6.1

Development Team Qualifications

Thorndike Place: Outline of Development Team

Development Manager

Oaktree / Greenline LLC
84 Sherman Street 2nd floor
Cambridge, MA 02140
Phone: (617) 491-9100 x102
Email: gnoyes@oakdev.com

Traffic Engineers

MDM Transportation Consultants
28 Lord Road, Suite 280
Marlborough MA 01752
Phone: (508) 303.0370
Email: RMichaud@mdmtrans.com

Architect

Oaktree / GSX
84 Sherman Street 2nd floor
Cambridge, MA 02140
Phone: (617) 491-9100 x101
Email: aklipfel@oakdev.com

Civil Engineering

Borrego Solar Systems, Inc.
1115 Westford Street
2nd Floor
Lowell, MA 01851
Phone: (978) 513-2621
Email: dalbrecht@borregosolar.com

Consultant

SEB, LLC
165 Chestnut Hill Avenue #2
Brighton, MA 02135
Phone: (617) 782-2300 x201
Email: rengler@s-e-b.com

Counsel

Smolak & Vaughan
East Mill, 21 High Street
Suite 301
North Andover, MA 01845
Phone: (978) 682-5221
Email: SKiefer@smolakvaughan.com

Naturalist

LEC Environmental Consultants, Inc.
100 Grove Street, Suite 302
Worcester, MA 01605
Phone: (508) 753-3077
Email: RKirby@lecenvironmental.com

DEVELOPMENT MANAGER – Oaktree/Greenline, LLC

Oaktree/Greenline LLC was originally founded as Unihab, Inc. in 1969 as a design/build company specializing in urban, multifamily housing with a vision of maximizing quality and value by emphasizing good design. The company's evolution follows this vision now utilizing a patent-pending housing system created by the company's founder, Arthur Klipfel. The construction of some prototypical projects created within the company an expertise in the development process. From the 1970's on, many projects were developed, some modular, some rehab, and a great deal of new construction in the form of townhouses and mid-rise buildings. A number of projects were large, comprising of more than 100 units. The focus remained on the vision of design quality and value in urban infill multifamily housing. All the company's projects embody a sense of community not often found in residential development. A cohousing project was completed in the 1990's. A commitment to sustainability has been a core principle for Oaktree since its inception. Since 2000, Oaktree has made a further commitment to develop multifamily communities that are fully serviced with communication technologies.

SUSTAINABLE DEVELOPMENT

Oaktree concentrates on developing in-town sites that are near nodes of public transportation. The residential sustainable design standard (LEED) is the benchmark for all of our buildings. Cambridge Cohousing, a 41-unit cohousing community in Cambridge, won the American Institute of Architect's Top 10 Green Design Awards and was featured in the United States Department of Energy 1998 Building America calendar (July).

INNOVATIVE TECHNOLOGY

Innovative residential technology has created many opportunities to better serve residential customers, especially those living in multi-family buildings. Oaktree proactively designs its building communications infrastructure (web interface, network etc...) to be a key differentiator in its housing, providing the basis for improved services to the residents.

ENHANCED COMMUNITY

Throughout its projects Oaktree promotes a sense of community by thoughtfully designing the common spaces to enhance residents' interaction with the building and with each other.



Arthur Klipfel III – Founding Partner/President, Oaktree/Greenline LLC

Arthur Klipfel is the founding Partner and President/CEO of Oaktree Development. A licensed architect, Mr. Klipfel directs project acquisition, the structuring project financing, and the design and construction of project development.

In 1969 Mr. Klipfel founded Unihab, Inc. As President and creative leader, he perfected a patented factory-built housing system and completed a successful IPO. Unihab's mission was to design and

develop efficient and affordable housing, utilizing factory built technology. In the 1990's Unihab was reorganized as a partnership committed to sustainable design and development, and re-named Oaktree Development.

Mr. Klipfel created and led the design and development of the newly patented GreenStaxx building system. This system is a continuation of the original patented system, focused on sustainable aspects of modular design. Oaktree's most recent projects using the GreenStaxx system are:

- 30 Haven, a 53 unit/20,000 SF retail, mixed-income project in Reading - completed
- Chelsea Park Plaza, a 56 apartment project in Chelsea – under construction
- 7 Cameron, a 37 unit project in Cambridge - completed
- 50 Beharrell, a 74 unit/36,000 SF retail project in West Concord - in the final stages of permitting

Mr. Klipfel has a Bachelor's Degree from Cornell in Economics, a Master's Degree from Yale University in Architecture, and a year of post graduate work in Architecture at Harvard.

Awards/Distinctions/Affiliations

- Paris Prize in architecture, national award for top graduate thesis
- Neil Armstrong Air & Space Museum in Ohio, state competition
- Chelmsford Crossings Senior Living, state competition Department of Community Affairs
- 1997 AIA national, annual award for most sustainable multifamily building
- Former President of the Cambridge Multicultural Art Center

Qualifications specific to this job:

- Leader of design and construction of 1008 Mass Ave, multiuse in Harvard Square, Cambridge
- Leader of design and construction of Lexington Commons, multiuse, downtown Lexington, MA
- Leader of design and construction of 30 Haven, multiuse, downtown Reading, MA
- Leader of design and construction of Beharrell Square, multiuse, downtown West Concord, MA



Gwendolen Noyes – Founding Partner, Oaktree/Greenline

Gwen Noyes is a founding partner of Oaktree. Gwen is a trained architect committed to socio-environmentally responsible lifestyle design. She has a seasoned ability to communicate the benefits of smart community development and successfully shepherd advanced housing concepts through the permitting process. She led in the sociologically complex formation and development of the Cambridge Cohousing community, an award winning, and nationally acclaimed example of sustainable design.

Ms. Noyes has a Master of Architecture degree from the University of Pennsylvania and a Bachelor of Arts from Vassar College. She has served as a founding trustee on the City of Cambridge's Affordable

Housing Trust, and is a member of Cambridge Friends' Meeting, where she heads the EarthCare Witness Committee.

Awards/Distinctions/Affiliations

- Award - Cambridge Cohousing by US Department of Energy, for Energy Efficiency and Renewable Energy Project
- Current and Founding Trustee, Cambridge Affordable Housing Trust
- Cambridge Friends' Meeting EarthCare Witness Committee
- President Emeritus of the Cambridge Center of Adult Education

Qualifications specific to this job:

- Permitting and community interface for 30 Haven, a 53 unit, mixed use, commercial and residential, TOD development newly built in downtown Reading.
- Permitting and community interface for Lexington Place, a LEED certified, mixed use, retail and 30 unit condominium development successfully integrated into the fabric of Lexington Center.
- Permitting, design and construction of Cambridge Cohousing, an environmentally and socially progressive 41 unit residential community in Cambridge, MA
- Permitting and design of a mixed use, village center, TOD development of 74 units and 36,000 sq ft of commercial space in West Concord, MA



Chryse Gibson – EVP – Oaktree/Greenline

Chryse Gibson joined Oaktree Development in 2010 bringing with her an eclectic blend of skills and expertise to support acquisition, project management, marketing and investor relations.

Chryse began her building career working for Paolo Soleri at Arcosanti before earning her license as one of the first three women journeyman carpenters in NYC. In 1982, Chryse moved to Canada where she founded Sisters' Construction, a home renovation company before going to Nicaragua to work with the Center for Appropriate Technology to create a national carpentry training center.

On her return, Chryse joined OXFAM-Canada as the director of domestic programs to pursue her second career in organizational development. With an expertise in strategic change, Chryse continued her work as the Executive Director with Youth Challenge International with offices in Costa Rica, Guyana and the Solomon Islands and as the founding Executive Director of the Women's Future Fund, an innovative collaboration of national women's organizations raising financial support through workplace giving.

In 2005 Chryse returned to the United States with her family, taking the position of Executive Director for the Newton Schools Foundation. Currently Chryse is developing Living Ahead, an interdependent living solution to support financial, social and health security.

Chryse studied sculpture at the Philadelphia College of Art, received her BFA, magna cum laude from U-MASS Amherst, is a certified carpenter and licensed real estate agent. Chryse currently lives in Newton with her husband, traveling frequently to Canada to visit her son and daughter.

Awards/Distinctions/Affiliations

- Chair, Carpentry Advisory Committee, NNHS Career and Tech Ed
- Founding Advisor, NPS Innovation Lab
- Strategic Advisor, Newton At Home, 2008-10

Qualifications specific to this job:

- Marketing and Communications
30 Haven (Reading); 7 Cameron (Cambridge); GreenStaxx
- Residential: market-rate and affordable units – 30 Haven

Select Oaktree Projects



Brookside Square

Project Title: Brookside Square

Location: West Concord, MA

Status: Projected completion in June 2015

No. of Units: 74



Chelsea Place

Project Title: Chelsea Place

Location: Chelsea, MA

Status: Projected completion in June 2013

No. of Units: 54



30 Haven

Project Title: 30 Haven
 Location: Reading MA
 Status: Completed in 2012
 No. of Units: 53



7 Cameron

Project Title: 7 Cameron
 Location: Cambridge MA
 Status: Completed in 2012
 No. of Units: 37



St James Place on Porter Square

Project Title: St James Place on Porter Square
 Location: Cambridge MA
 Status: Pre-entitlement
 No. of Units: 47



Lexington Place

Project Title: Lexington Place

Location: Lexington, MA

Status: Completed in 2009

No. of Units: 30 condos



Richdale Place

Project Title: 175 Richdale Place

Location: Cambridge MA

Status: Completed in 2008

No. of Units: 20



CambridgePark Place

Project Title: CambridgePark Place

Location: Cambridge MA

Status: Completed in 2003

No. of Units: 314



Cambridge Cohousing

Project Title: Cambridge Cohousing

Location: Cambridge MA

Status: Completed in 1998

No. of Units: 41



1008 Massachusetts Avenue

Project Title: 1008 Massachusetts Avenue

Location: Cambridge MA

Status: Completed in 1997

No. of Units: 65



Thomas Graves Landing

Project Title: Thomas Graves Landing, Cambridge, MA

Location: Cambridge MA

Status: Completed in 1987

No. of Units: 175

ARCHITECT – Oaktree/GSX

GreenStaxx, a division of Oaktree Development, represents the building technology and system designed and patented by Oaktree's Founder and President, Arthur A. Klipfel III. Oaktree Development, originally founded as Unihab, Inc. in 1969 as a design/build company, specializes in urban, multifamily housing with a vision of maximizing quality and value by emphasizing good design.

GreenStaxx

GreenStaxx uniquely integrates the quality and speed of pre-fabricated modules, the power and data organization of BIM (Revit), and the flexibility and ease of units pre-designed to fit perfectly together. The GreenStaxx system virtually models and assembles building parts onto sites of varying sizes and shapes. Each part is a stack of residential units completely specified, designed, engineered and 3D modeled in Revit.

The collection of these parts form a library of unit types including outside corners, inside corners, units with stairs, a unit with an elevator shaft, one bedroom units, two bedroom units, etc. The library of unit types and patented methods of modular design provides the data and documentation to quickly and easily design, evaluate, estimate and construct high quality, energy-efficient multi-family residences.



Arthur Klipfel III – President, Founder Oaktree/GSX LLC

Arthur Klipfel is the founding Partner and President/CEO of Oaktree Development. A licensed architect, Mr. Klipfel directs project acquisition, the structuring project financing, and the design and construction of project development.

In 1969 Mr. Klipfel founded Unihab, Inc. As President and creative leader, he perfected a patented factory-built housing system and completed a successful IPO. Unihab's mission was to design and develop efficient and affordable housing, utilizing factory built technology. In the 1990's Unihab was reorganized as a partnership committed to sustainable design and development, and re-named Oaktree Development.

Mr. Klipfel created and led the design and development of the newly patented GreenStaxx building system. This system is a continuation of the original patented system, focused on sustainable aspects of modular design. Oaktree's most recent projects using the GreenStaxx system are:

- 30 Haven, a 53 unit/20,000 SF retail, mixed-income project in Reading - completed
- Chelsea Park Plaza, a 56 apartment project in Chelsea – under construction
- 7 Cameron, a 37 unit project in Cambridge - completed
- 50 Beharrell, a 74 unit/36,000 SF retail project in West Concord - in the final stages of permitting

Mr. Klipfel has a Bachelor's Degree from Cornell in Economics, a Master's Degree from Yale University in Architecture, and a year of post graduate work in Architecture at Harvard.

Awards/Distinctions/Affiliations

- Paris Prize in architecture, national award for top graduate thesis
- Neil Armstrong Air & Space Museum in Ohio, state competition
- Chelmsford Crossings Senior Living, state competition Department of Community Affairs
- 1997 AIA national, annual award for most sustainable multifamily building
- Former President of the Cambridge Multicultural Art Center

Qualifications specific to this job:

- Leader of design and construction of 1008 Mass Ave, multiuse in Harvard Square, Cambridge
- Leader of design and construction of Lexington Commons, multiuse, downtown Lexington, MA
- Leader of design and construction of 30 Haven, multiuse, downtown Reading, MA
- Leader of design and construction of Beharrell Square, multiuse, downtown West Concord, MA

CIVIL ENGINEER – Borrego Solar

Borrego Solar is solving the world's energy problems by accelerating the adoption of renewable energy. Our people are committed to excellence in every aspect of solar design and construction.

Borrego Solar offers a complete range of solar energy services to commercial and public sector customers across the United States.

Backed by more than 30 years of industry experience and a dedicated research team, we handle every aspect of solar power installations—including financing, technology evaluation, engineering and design, construction, monitoring, and ongoing maintenance and support—to ensure the most efficient and reliable solution.

As a result of successfully installing more than 1,000 solar energy solutions, we've developed the expertise and analytical tools needed to accurately predict system production and financial payback. We combine this proven methodology with unique integrated solar financing options and sophisticated technology sourcing to ensure that our solar power systems deliver the greatest possible return on investment.



David Albrecht, P.E., C.E.

Mr. David Albrecht is a Civil Engineer for Borrego Solar working out of the company's regional headquarters in Lowell, MA. He is chiefly responsible for working with Project Developers and Project Managers on the civil engineering aspects (including design and permitting) of large-scale commercial and municipal solar power installations.

David works to oversee civil engineering consulting contracts and also works with the Director of Engineering to further develop civil engineering design standards, site evaluation protocols and construction means and methods for Borrego Solar's Operations Team.

David formerly worked as the Director of the Land Development Group at Tetra Tech, Inc. He holds Professional Engineers Licenses in four states and has completed several Project Management Training Programs and both Franklin Covey and Dale Carnegie Leadership Trainings as well as the ACEC Leadership Course: Program for Emerging Leaders.

David studied Civil Engineering at San Jose State University, was an Engineer-Mentor for the Wilson Middle School Future City National Competition and is a Member of the Natick High School Building Committee.

CONSULTANT – SEB (Stockard Engler Brigham LLC)

SEB is a leading consulting firm in the fields of affordable housing planning and development. We have worked with both public and private sector clients to complete over 1,100 diverse consulting assignments and have been involved with over 9,000 affordable units in Massachusetts. We have assisted in the development of urban and suburban affordable housing complexes from initial conception to lottery administration, conducting larger scale neighborhood planning and revitalization efforts, or engaging in state or federal housing policy research and development.

Since the 1970s SEB has been working to maintain the integrity of neighborhoods in the greater Boston area. We have worked for 40 years to forward the cause of affordable housing and neighborhood revitalization. By working with both for-profit developers and non-profit groups, SEB has made it a practice to assist in community development.

SEB take several approaches to increase the affordable housing stock in Massachusetts. We develop mixed-income housing ourselves. We organize and administer affordable housing lotteries. And we consult with developers throughout the permitting and development phase through to occupancy. And finally, SEB has been on the forefront of providing Chapter 40B Affordable housing to the changing communities of Massachusetts.



Robert Engler – President, SEB

Bob Engler has been a resident of Newton for 44 years, as a renter, a dormitory “parent” and as a home owner in Newton Center and Newtonville. He was the first President of the Newton Housing Partnership and remained president for 17 years. He has been president of the Newton Community Development Foundation (NCDF) for almost 20 years and oversaw the conversion of the Warren Junior High School into mixed income rental housing and The Homes at Auburndale Yards into mixed income rental and for-sale housing.

His predecessor firm, JGA, developed the initial guidelines for the Newton Housing Rehab Program which has been in-going for almost 40 years. He also consulted on the creation of the Ginny Robinson House, serving low income seniors in Newtonville. His current firm, SEB, developed Parkview Homes in Auburndale, an affordable home ownership complex which has received a LEED Gold certification.

Awards/Distinctions/Affiliations

- Bob Swett Award for Excellence in Affordable Housing, 1984
- Bob Swett Award for Excellence in Affordable Housing, 2013 for Parkview Homes
- Founding and current President, Newton Community Development Foundation (NCDF)

Qualifications specific to this job:

Developer/co-developer (involved in planning, design, permitting, financing):

- Parkview Homes in Auburndale – 10 affordable home ownership units
- The Terraces – Newton Center - 48 units of home ownership units (with contributions to affordable housing)
- Sea Meadow Village – Barnstable – 28 units of affordable home ownership
- The Warren House (NCDF) – 59 units of mixed income/affordable rental housing and community daycare

Affordable Housing

Development consultant

- Involved in selecting the team, design, permitting, financing/rent up/sales of affordable units
- (50+) developments ranging in size from 6 to 2,000 units of rental and sales mixed income housing

COUNSEL – Smolak & Vaughan LLP

Smolak & Vaughan LLP is one of the region's leading real estate, litigation, land use and environmental law firms. Having practiced at several of the region's leading law firms, our attorneys combine in depth legal knowledge with practical business advice, and our specialized knowledge and innovation contribute to outstanding yet cost effective solutions for our clients. We provide the expertise and resources of a much larger firm while giving our clients the individual service and attention that is needed to make the project a success. In addition, our extensive experience in real estate litigation, insurance claims and coverage matters, and contract disputes enables us to effectively counsel clients on ways to minimize the risks of litigation and resolve disputes in a cost effective manner. The firm also has experience in the areas of estate planning, taxation, and probate and trust administration.

Our active participation in, and leadership roles on, a number of leading real estate trade associations provide us with the ability to identify significant land use and environmental regulatory developments before they happen so that we can inform our clients of the latest developments in the ever changing land use and environmental regulatory climate.



Stephanie A. Keifer, Smolak & Vaughan LLP

Stephanie Kiefer focuses her legal practice on environmental, land use and zoning law, including permitting and appeals. Over the past fifteen years, Ms. Kiefer has been involved in broad ranging projects and associated permitting of wetlands, waterways, sewer and septic, endangered species and MEPA, traditional zoning and subdivision permitting as well as alternate zoning schemes, such as Chapter 40B and Chapter 40R. Stephanie has been active in the permitting of one of the first smart growth zoning developments in the Commonwealth and likewise was a part of the permitting team for the first Tax Credit Exchange program development with funding through the ARRA, reviving developments which faltered with the collapse of the tax credit market.

Stephanie Kiefer focuses her legal practice on environmental, land use and zoning law, including permitting and appeals. Over the past fifteen years, Ms. Kiefer has been involved in broad ranging projects and associated permitting of wetlands, waterways, sewer and septic, endangered species and MEPA, traditional zoning and subdivision permitting as well as alternate zoning schemes, such as Chapter 40B and Chapter 40R. Stephanie has been active in the permitting of one of the first smart growth zoning developments in the Commonwealth and likewise was a part of the permitting team for the first Tax Credit Exchange program development with funding through the ARRA, reviving developments which faltered with the collapse of the tax credit market.

Ms. Kiefer has also served as special environmental counsel in real estate conveyancing, involving hazardous waste releases and clean-up, brownfields redevelopment and rehabilitation of existing developments.

In addition to permitting work, Stephanie represents clients in both administrative forums and before the

trial and appellate courts in pursuing permits and defending permit challenges, resolving land use disputes and zoning compliance, and resolving land ownership disputes.

Prior to joining Smolak and Vaughan, Stephanie had served of counsel to Freeman Davis LLC in its Boston office and had been both an associate and partner at Rubin and Rudman LLP in its Environmental and Land Use Department.

In addition to her practice, Stephanie has presented seminars to commercial and residential real estate brokers through the Greater Boston Real Estate Board/Commercial Brokers Association continuing education series on the topics of zoning and building code as well as wetlands regulation. Ms. Kiefer has also authored several articles on changes to wetlands regulations, standing in environmental appeals, brownfields redevelopment and environmental issues in lending, appearing in Banker and Tradesman, Massachusetts Lawyers Weekly and the Association of Massachusetts Wetlands Scientists newsletters.

AREAS OF EXPERTISE

Land Use and Development Law
Environmental Permitting and Appeals
Zoning and Subdivision Law and Appeals
Affordable Housing and Smart
Growth Zoning

BAR ADMISSIONS

Commonwealth of Massachusetts
U.S. District Court, Massachusetts

EDUCATION

Vermont Law School, M.S.E.L., magna cum laude, 1995
Boston University, J.D., 1994
Ohio University, B.S./B.A. in Journalism and French, summa cum laude, 1991

MEMBERSHIPS

Massachusetts Bar Association
American Bar Association
Real Estate Bar Association
Boston Area Vermont Law School Alumni Association

NATURALIST – LEC Environmental Consultants, Inc.

LEC Environmental Consultants, Inc. (LEC) is a multidisciplinary ecology-based environmental consulting firm dedicated to providing an interface between the natural sciences and land-use management.

Successfully coupling these two disciplines requires an accurate interpretation and articulation of local, state, and federal regulations. LEC's diversity of experience and strong scientific foundation enable them to find creative solutions to contemporary environmental challenges and regulatory requirements.

LEC is committed to finding expedient, economical, and environmentally responsible solutions to foster land use within the jurisdiction of the ever-changing environmental laws and regulations.



Richard A. Kirby, Senior Wetland Scientist

A member of the LEC team since 1999, Richard Kirby has been devoted to conducting ecosystem evaluations, wetland boundary determinations, riverfront studies, wildlife habitat evaluations, construction monitoring, wetland restoration and replication monitoring, and preparing environmental permit applications following federal, state, and local regulations for an array of residential, commercial, and infrastructure projects. Richard is adept at managing and guiding complex projects through the environmental permitting processes and has provided expert testimony at the Massachusetts Department of Housing and Community Development Housing Appeals Committee, Division of Administrative Law Appeals, and DEP Adjudicatory Process.

Richard received a Bachelor of Arts Degree in Biology from Boston University, has taken graduate courses in Soil Science at the University of Massachusetts, and has lectured at the Massachusetts Municipal Association on Wetlands Protection in Massachusetts.

TRAFFIC ENGINEERS – MDM Transportation Consultants, Inc.

MDM Transportation Consultants, Inc. (MDM) is a full-service transportation engineering and planning firm led by Managing Principals Robert J. Michaud, P.E and Ronald D. Desrosiers, P.E., PTOE. Through their diverse and complementary experience, MDM is prepared to guide any project, from small to large, through the state and local permitting process, into design and ultimately construction. We offer responsive, comprehensive and cost effective solutions to our public and private sector Clients. We recognize that every Client has unique needs, schedules and budget constraints. As such, we pride ourselves on meeting these objectives to develop strategic “real world” solutions to today’s challenging transportation infrastructure needs.

Since our founding in June of 2003, MDM has provided transportation services on over 500 individual projects ranging from peer reviews for Cities and Towns to major infrastructure improvements for public and private sector Clients. MDM provides a complete range of planning and engineering services required for successful transportation projects, from start to finish. We offer reliable, expert services from the initial project feasibility to concept design, local and state permitting, as well as engineering design and construction services. Our expertise spans both the public sector and private land development markets, with an emphasis on facilitating, permitting and implementing complex transportation projects. Our solid approach results in viable, cost-effective transportation solutions for every type and size project.



Robert J. Michaud, P.E.

Mr. Michaud is a Managing Principal in charge of MDM’s Transportation Planning and Permitting practice. Mr. Michaud has over 25 years of experience directing and participating in numerous transportation planning and engineering projects in New England. Included in his experience are studies and permitting which encompass traffic operations and analysis for complex land development projects, roadway corridor improvements, parking studies, traffic impact and access studies, transportation air quality studies, expert witness testimony, and transportation peer reviews for municipalities. He has conducted these efforts for State agencies, Cities and Towns, and private sector Clients. Mr. Michaud is a registered *Professional Engineer* in Massachusetts, Rhode Island and New Hampshire.

6.2

Applicant's Certification

6.2 Applicant's Certification

All questions for Certification have been answered "No". Additional information is not required.

7.1

Narrative Describing Municipal Contact

7.1 Narrative describing any prior contact (if any) with municipal officials

RE: Thorndike Place

- On March 23, 2015, Oaktree met with the Town of Arlington officials to present plans for Thorndike Place.

Participants included:

Town of Arlington

- ☐ Adam Chapdelaine, Town Manager
- ☐ Andrew Bunnell, Redevelopment Board, Chair
- ☐ Wayne Chouinard, P.E., Town Engineer
- ☐ Douglas Heim, Town Counsel
- ☐ Carol Kowalski, Director of Planning

Oaktree:

- ☐ Art Klipfel, President; Gwen Noyes, SVP Marketing; Chryse Gibson, EVP

SEB:

- ☐ Robert Engler, President

Borrego Solar (Civil Engineer):

- ☐ David Albrecht, P.E., C.E.

- On May 21, 2015 Oaktree is meeting with the Arlington neighbors at the Hardy School from 7-9 pm to present the plans to date.

7.2

Evidence of Submission to the Town of Arlington



May 19, 2015

Kevin Greeley, Chair
Board of Selectmen
730 Massachusetts Avenue
Arlington, MA 02476



*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF
Project: Mugar site.
Applicant: NBM Realty, LLC.*

Dear Chairman Greeley & members of the Board of Selectmen:

SEB, LLC is representing Arlington Land Realty, LLC. for the purpose of developing a mixed income 219 unit rental development and includes a 12 unit for-sale townhouse development, titled "Thorndike Place" off Dorothy Road in East Arlington (the "Mugar" land).. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to provide notification to the Town of Arlington that a request for site approval letter has been made by the applicant to MassHousing as the administrator/subsidizing agency for the New England Fund Program.. I have enclosed for your review a copy of the Site Eligibility Application that is being submitted to MassHousing at the same time you are receiving your copy. MassHousing will contact you in short order and provide you with a time frame within which to offer comments on this proposal.

We look forward to discussing this project again, as we have already begun that process and will continue following receipt of a Site Eligibility letter from MassHousing, should one be forthcoming.

Sincerely,

Robert Engler
Consultant to Arlington Land Realty, LLC

7.3

Copy of Notification to DHCD



May 19, 2015

Ms. Catherine Racer, Associate Director
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA. 02114

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF
Project: Thorndike Place, East Arlington, MA*

Dear Kate:

SEB is representing the applicant, Arlington Land Realty, LLC., for the purpose of developing a 219 unit rental development and including a 12 unit townhouse for-sale component off Dorothy Road in East Arlington. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to notify the Department that a request for site approval letter has been made by the applicant to MassHousing under the New England Fund Program.

According to the Rules of the Housing Appeals Committee, MassHousing cannot issue a site approval letter until at least 30 days has elapsed from the time of notification to the Arlington Board of Selectmen. Shortly after that time period, we are hopeful that MassHousing will issue a site approval letter so that the applicant can file a comprehensive permit application with the Arlington Zoning Board of Appeals. Any comments received from the Town will be considered by MHP during this 30-day comment period as well as comments from the neighborhood, with whom we are meeting on May 21.

We will notify you when the site approval letter is issued. In the interim, please contact me directly should you have any questions.

Sincerely,


Robert Engler

cc: Town of Arlington

7.4-7.5

Checks

53-59-113 1318

Oaktree Greenline LLC

DATE May 19 2015

PAY TO THE ORDER OF Mass Housing for Processing Fee \$ 2500 -

exactly twenty-five hundred DOLLARS

Cambridge Trust Company
CAMBRIDGE, MASS.

MEMO ARL 40B -#1

Shirley Ann Dwyer MP

⑆011300595⑆ ⑈1128619948⑈ 1318

53-59-113 1319

Oaktree Greenline LLC

DATE May 19, 2015

PAY TO THE ORDER OF Mass Housing for Technical Assistance/Modification Fee \$ 9,070.00

exactly nine thousand seventy DOLLARS

Cambridge Trust Company
CAMBRIDGE, MASS.

MEMO ARL 40B -#2

Shirley Ann Dwyer MP

⑆011300595⑆ ⑈1128619948⑈ 1319

7.6

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ARLINGTON LAND REALTY LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) C/O MUGAR ENTERPRISES 222 BERKELEY STREET	Requester's name and address (optional)
6 City, state, and ZIP code BOSTON, MA 02116	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

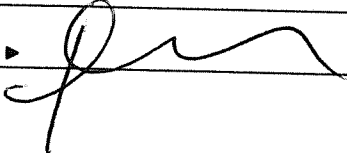
Social security number
or
Employer identification number
47-4037465

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5/19/15
------------------	---	------------------------------



TOWN OF ARLINGTON

MASSACHUSETTS

CONSERVATION COMMISSION

August 6, 2015

Kevin F. Greeley, Chair
Board of Selectmen
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

RE: Site Approval application for Thorndike Place

Dear Mr. Greeley and Members of the Board:

The Conservation Commission wishes to provide comments and information regarding SEB LLC's proposed mixed-income 219 rental unit development (the "Project") at a 17-acre property in East Arlington known as the Mugar Property. The Commission hopes this memo assists the Board of Selectmen in formulating its comments to MassHousing on SEB's Comprehensive Permit Site Approval Application (the "Application").¹

SEB submitted its Application to MassHousing to receive Site Approval (also called project eligibility approval) under the Commonwealth's comprehensive permit statute, G.L. c. 40B. As you may know, Site Approval is required before SEB can file a comprehensive permit application with the Arlington Zoning Board of Appeals. One of the criteria for MassHousing's Site Approval is that "the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include . . . topography, [and] environmental resources, . . ." 760 CMR 56.04(4)(c).

The Conservation Commission takes no position as to whether the Project is "generally appropriate" for the Mugar Property. After a comprehensive permit application is filed with the ZBA, the Conservation Commission will evaluate whether the Project complies with standards in the state and Arlington wetlands rules and regulations.

The Application presents the project at a very conceptual or general level. The Commission anticipates that more details and additional information about the Project will be provided in the comprehensive permit application filed with the ZBA and any application filed with the Commission for a wetlands permit.

¹ The Commission reviewed a 196-page electronic copy of the Application. All page references are to the page number of the electronic PDF file.

1. Topography

The Mugar Property is generally level, varying in elevation by just a few feet.

a. Flooding & Groundwater

More of the Mugar Parcel likely is in the 100-year floodplain than shown in the Application. The Existing Conditions Plan, C-1.0 (on pages 70, 71 and 84) of the Application) appear to reflect the 100-year floodplain according to FEMA's old Flood Insurance Rate Map from 1982. The current FEMA Flood Insurance Rate Map, which was adopted by the Town in 2010, put more of the Mugar Property (and other portions of East Arlington) within the FEMA 100-year floodplain. Attached is an excerpt of the current FEMA floodplain map.

Superimposing the 2010 FEMA Flood Insurance Rate Map on the Preliminary Site Plan (page 90 of the Application) puts most of the proposed apartment buildings within the 100-year floodplain.

Neighborhoods surrounding the Mugar Property have a long history of street and basement flooding during and after storm events.

The Application on page 51 states groundwater levels are based on testing done during an earlier geotechnical study and are generally 3 to 6 feet in depth. Such groundwater depths are considered shallow. The groundwater levels likely will fluctuate quickly with rain events, since this parcel is along the bottom of the drainage basin. The proposed townhouses appear to have garages underneath and the apartments are also proposed to have parking below grade, so parking likely will be at or below groundwater. If the earlier geotechnical studies measuring groundwater levels are from circa 2000 or 2001, the data likely are no longer valid because of the extensive redevelopment of Acorn Park on the other side of Route 2.

b. Datum discrepancies

The datum on a plan is the fixed starting point for measurements such as the floodplain elevation. The narratives on pages 51 and 83 of the Application states that all elevations for the existing conditions plan use the NGVD 29 datum. When FEMA revised floodplain maps for Arlington in 2010, this datum was replaced by a new datum, NAVD 88. It does not appear that the maps and plans in the Application are at this new datum and thus corroborates the Commission's observation that the Application relies on outdated 100-year floodplain information. Small elevation differences on this relatively flat terrain can result in significant areas being within or outside of the 100-year floodplain.

c. Drainage patterns, stormwater surcharge

Sanitary sewer overflows are a documented problem in the Alewife drainage system. A large sanitary sewer line runs along Dorothy Road towards the bike path. Since it runs along the northwest side of the Mugar Property, this line is likely the tie-in for this proposed development. When large rainfall events occur, the sanitary sewers surcharge and overflow into the storm drains underneath Dorothy Road and down towards Margaret Street. They have surcharged up through the manhole covers, bubbling up onto the public streets and back onto private properties, which are all experiencing surface flooding during the same flood event. The sewage-contaminated flood waters eventually drain back into the waterways.

Alewife Brook runs “backwards” (away from the Mystic River) during large rain and flood events, which may contribute to flooding of the Property and its neighborhood.

The Project will require the removal of many acres of vegetation, much of it forest with dense understory and mature trees. This will reduce the capacity of the site to absorb or detain precipitation and flood water. The Project will occupy about 20% of the Mugar Property with buildings, parking, and paved areas (Application, page 15). This will also alter stormwater flow since impervious surfaces prevent rainfall from infiltrating into the ground.

2. Environmental Resources

a. Existing wetlands

There is more than one wetland on the property. The Application narrative speaks of a single “neglected wetland” (Application, pages 9 and 39-40), while an existing conditions plan (page 71) shows an additional wetland in the southeast corner.

There are additional wetlands in the northern portion of the property, as shown in the attached excerpt from Arlington’s Geographic Information System (“GIS”). This wetland seems to be located within the area of proposed building, parking, or roadways.

The boundaries of wetlands and the 100-year floodplain for this property have not been reviewed by the Conservation Commission or the Department of Environmental Protection since the 2002-2004 time period. Any approval of wetland or floodplain boundary lines from that time period have expired. There currently is no legally valid delineation of wetlands and other wetland resource areas on the site.

If an access ramp to the Project from Route 2 is constructed, a possibility mentioned during the June 23, 2015 site visit, it would be in a wetland and within the 100-year floodplain.

The waterway that links a small wetland on the eastern-most portion of the Mugar Property to a larger wetland in the southeast corner of the Mugar Property is not shown

on the plan on page 70, but is shown on the plan on page 71. This important hydraulic connection should be shown on all project plans.

b. Existing Vegetation

The Mugar Property is largely wooded, as shown by the photo on page 44 of the Application. There are many mature trees, with thick vegetation beneath. There are many invasive plant species. All the vegetation provides habitat for wildlife and helps to attenuate flooding and mitigate stormwater runoff.

The Project will require the removal of approximately seven acres of forest with mature trees, understory vegetation, and pervious ground. Buildings and impervious surfaces for roadways, parking areas, and walkways will prevent infiltration.

c. Vernal Pools and Wildlife Habitat

The Application on page 10 states that there are no documented vernal pools or areas designated by Natural Heritage as endangered species habitat. Given the site topography, there possibly vernal pools which are ecologically significant even if not documented.

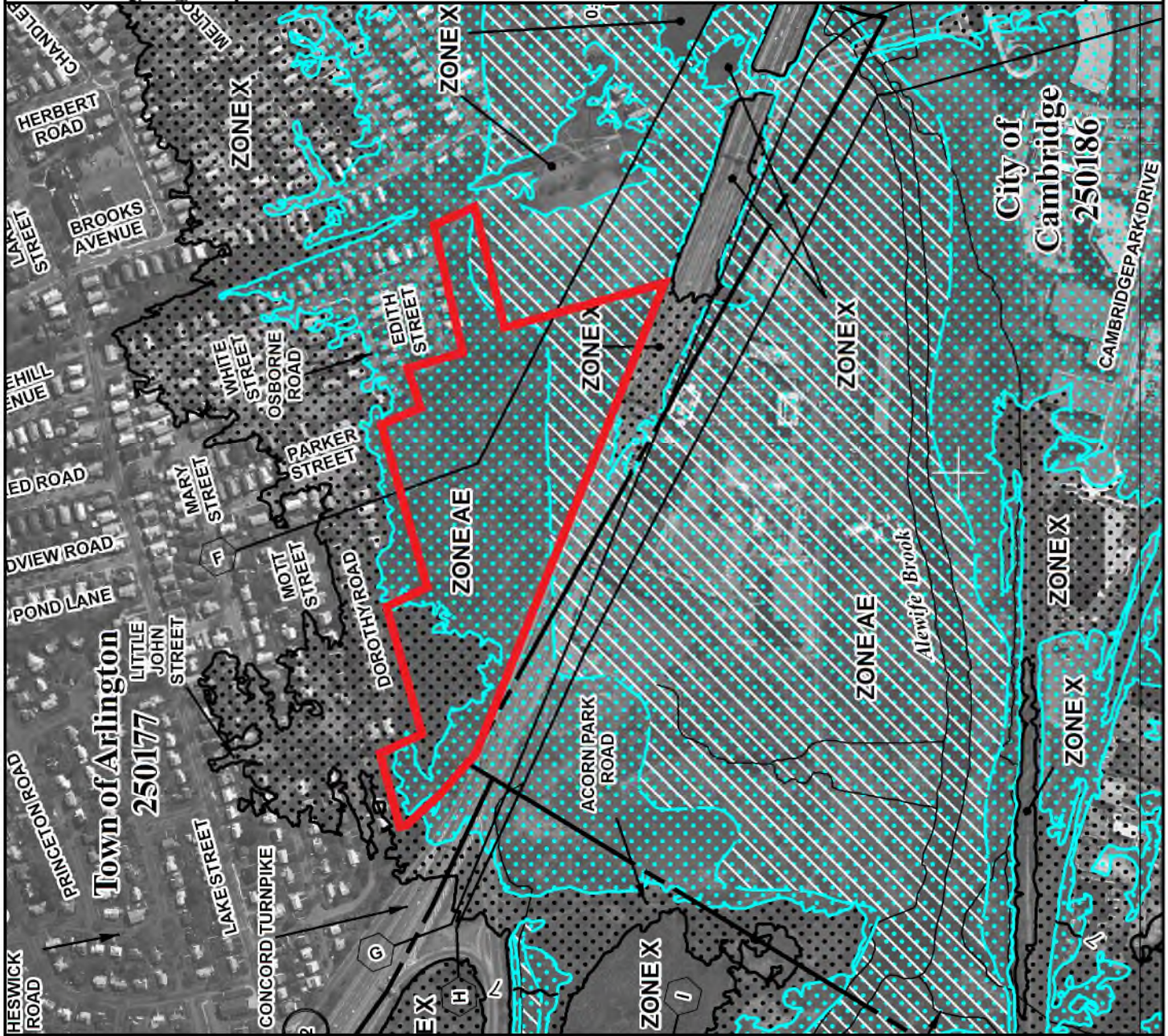
This wooded property contains wildlife habitat values for non-endangered wildlife. Clearing of up to seven acres for the proposed buildings and roadways will decrease the amount of wildlife habitat on the Property.

Please contact the Conservation Commission should you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Stevens', with a long horizontal line extending to the right.

Nathaniel Stevens, Chair



MAP SCALE 1" = 500'



NFIP

PANEL 0419E

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
MIDDLESEX COUNTY,
MASSACHUSETTS
(ALL JURISDICTIONS)

PANEL 419 OF 656
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	COMMUNITY	NUMBER	PANEL	SUFFIX
	ARLINGTON, TOWN OF	250177	0419	E
	BELMONT, TOWN OF	250182	0419	E
	CAMBRIDGE, CITY OF	250186	0419	E
	SOMERVILLE, CITY OF	250214	0419	E
	WINTERTOWN, TOWN OF	250223	0419	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
25017C0419E

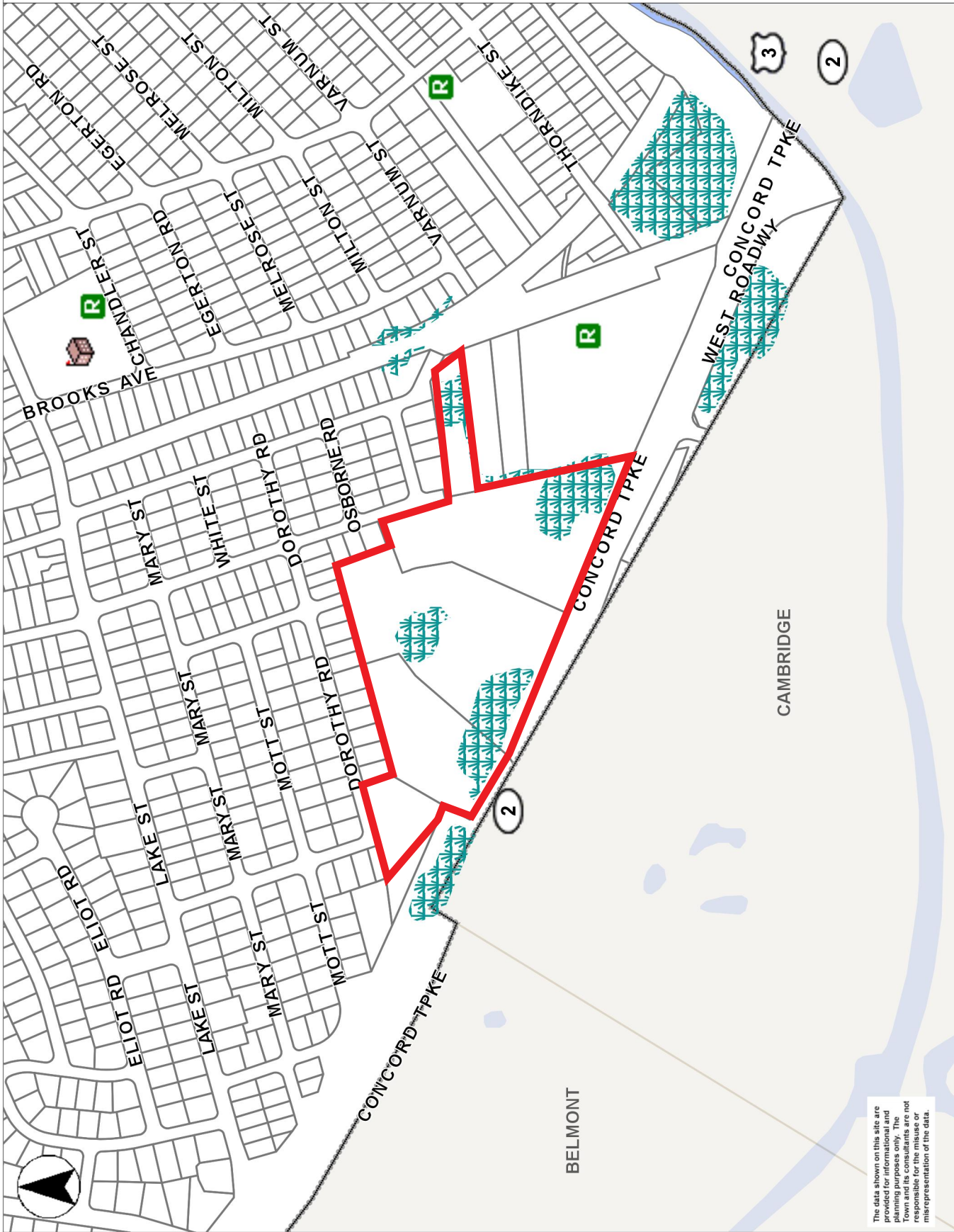
EFFECTIVE DATE
JUNE 4, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



- Places by Category
- Police Station
 - Fire Station
 - School
 - Recreational Facility
 - Wetlands
 - Town Boundary
 - MA Highways
 - Interstate
 - US Highway
 - Numbered Routes
 - Abutting Towns
 - Local Streets
 - Other Local Streets
 - Other Streets
 - Cemetery Streets
 - Water Line
 - Water Body
 - Buildings
 - Parcels



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



August 10, 2015

Douglas W. Heim, Esq.
Arlington Town Counsel
50 Pleasant Street
Arlington, MA 02476

Re: **Notice of Eligibility for 40B Site Eligibility Letter**
"Thorndike Place" off Dorothy Road
(Mugar Site) Arlington, MA
NAA File No. P3778

Attorney Heim:

Nover-Armstrong Associates, Inc. (Nover-Armstrong) has completed a review of the May 2015 Chapter 40B Project Eligibility / Site Approval, the first step in the Comprehensive 40B Site Approval Application process for the "Thorndike Place" Housing Project located off Dorothy Road in Arlington, MA submitted to Massachusetts Housing Finance Agency ("MassHousing") by SEB, LLC. The purpose of Nover-Armstrong's review was to provide the Town of Arlington with comments and recommendations for consideration in their response to MassHousing regarding whether the proposed project design is generally appropriate for the Site. The appropriateness of the Site was evaluated by examination of the information submitted with the Application and other readily available public information. Our review of this Application recognizes that it is very conceptual in nature and that more detailed plans would be developed and submitted to the Arlington Zoning Board of Appeals during the Comprehensive Permit Site Approval process if the project receives Project Eligibility / Site Approval from MassHousing. A main focus of our review was the potential project impacts on the Site, adjoining properties and existing infrastructure during flooding events. Based on our review of the information, Nover-Armstrong feels SEB, LLC has not demonstrated that the Site can accommodate the project without having detrimental impacts to wetland resources and existing flooding conditions on the Site and surrounding neighborhood.

Information reviewed includes:

- *Comprehensive Permit Site Approval Application*, prepared by Arlington Land Realty, LLC; including:
 - *Existing Conditions Plan and Preliminary Site Plan*, 2 Sheets each, 1 B&W copy and 1 Color copy, prepared by Borrego Solar, not stamped or endorsed, dated 02/24/2015;
 - *Preliminary Architectural Plans*, 7 Sheets, prepared by Oaktree Development LLC, not stamped or endorsed, dated 12/15/2014 and 03/16/2015;
 - *"By-Right Plans"*, 2 Sheets, prepared by Tetra Tech Rizzo, not stamped or endorsed, dated 06/17/2009.

Site Description

The project Site is located on a number of parcels totaling approximately 17 acres and collectively known as the “Mugar Site”. The triangular shape Site is generally forested land abutting residential neighborhoods to the north, Thorndike Park to the east, and Route 2 to the south and west and generally slopes from the neighborhoods down towards Route 2. The long dormant Site has been altered by excavations and dumping of fill over the years. Our inspection found old stockpiles of earthen material, solid waste and in the northwest area of the Site and other debris throughout. Invasive species make up a significant composition of the vegetative habitat throughout areas on the Site.

The Site contains several resource areas Subject to Protection under the Massachusetts Wetlands Protection Act, M.G.L. Chapter 131, Section 40 and the Town of Arlington Wetlands Protection Bylaw, Article 8 including Land Subject to Flooding, isolated and bordering Vegetated Wetlands, Land Under Water, and Bank. Nover-Armstrong noted forested and non-forested Vegetated Wetlands throughout the site, some of which with physical characteristics of potential vernal pool habitat. The resource area boundaries are not flagged in the field and are not legally confirmed by the Arlington Conservation Commission at this time.

Site Watershed and Flooding

The Site is located within the Alewife Brook Watershed that lies within the larger Mystic River Watershed. Stormwater runoff from the Site collects in the onsite wetland resource areas located along Route 2. Three pipe outlets convey overflow from the wetlands under Route 2 and are surmised to connect to the Alewife Brook Reservation’s stormwater management system. During times when the Alewife Brook overflows, these pipes serve as equalizer pipes allowing floodwaters to backflow onto the Site. Examination of the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate Map (FIRM) shows that floodwaters rise to a height that essentially inundates most of project site during the 100-year flood (Zone AE) and completely floods the entire Site during the 500-year flood (Zone X). FEMA describes Zone X at this location to be either areas of the 500-year flood or areas of the 100-year flood with average depths of less than one (1) foot or with drainage areas less than one (1) square mile. Historical reports indicate that flooding occurs beyond the 100-year flood extents shown on the FIRM.

Site Topography

Numerous small to medium size depressions were found in the northern portion of the Site with a larger size depression located in the northeast area of the Site. This larger depression appears to be a major reason for chronic flooding of the adjacent neighborhood properties. The topography of the depression is such that ponded water extends into the abutting neighborhood yards before it starts to overflow to the south towards Route 2. Ponded water in another low area bordering the northwest corner of Thorndike Park may also spill over into abutting properties. This area is isolated from a drainage channel that runs along the property line common to Thorndike and ultimately connecting to the eastern drainage outlet pipe that runs under Route 2.

During our site inspection on 08/03/2015, Nover-Armstrong noted two potential outlets from the B-Series Isolated Vegetated Wetlands (as shown on the existing conditions plans) that may be an annual hydraulic connection to Bordering Vegetated Wetlands.

Findings and Recommendations

Based on our review of the information submitted with the Application and inspection of the Site, Nover-Armstrong offers the following findings and recommendations for consideration by the Town of Arlington:

1. The Application does not comply with the Required Attachments Relating to Section 2.0 Existing Conditions Plan.
 - a. The plans submitted with the Application are not signed and stamped by a registered engineer or surveyor as required by Section 2.1 of the eligibility Application. The vertical datum is not specified for the existing ground elevations and the 100-year flood elevation. The narrative provide in the Application states that all elevations are based on the National Geodetic Vertical Datum of 1929 (NGVD 29).
 - b. The Existing Conditions Plan do not provide surveyed property boundaries as required.
2. The Application does not comply with the Required Attachments Relating to Section 3.0 Preliminary Site Layout Plan(s).
 - a. Proposed site grading (2' contours) are not shown.
 - b. Proposed utilities (stormwater Best Management Practices and conveyances) are not shown.
3. The plans submitted with the Application are difficult to read and are lacking sufficient detail to be able to assess whether the proposed project is generally appropriate for the site. The submitted preliminary *Overall Site Plan C-2.0* does not show the proposed site grading (2' contours) as required by Section 3.1 of the Application. Without the proposed grading shown, we are unable to provide an assessment of the Project's impact on the existing flooding conditions on the Site, adjoining properties and public infrastructure.
4. The Project site is proposed in an area of well documented significant flooding problems. The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) essentially shows the entire project site within areas of flooding by the 100-year flood (Zone AE) or within areas of flooding described as either the 500-year flood or the 100-year flood with average depths of less than one (1) foot (Zone X). Historical records indicate that flooding occurs beyond the extents shown on the FIRM.
5. The boundary of Bordering Land subject to Flooding (BLSF) is defined in the Wetland Regulations at 310 CMR 10.57(2)(a)3 as the estimated maximum lateral extent of the 100-year frequency storm. If available, the FEMA 100-year flood elevation shall be presumed accurate.
6. The *Existing Conditions Plan C-1.0* illustrates Bordering Land Subject to Flooding (BLSF) with a bold dashed line at an elevation of 7.81 as defined by the Applicant's topographic survey. Again, this elevation is assumed to be based on NGVD 29 and appears to be taken from the previous issue of the flood maps. The current effective regulatory flood elevation on the Site is 6.8 NAVD 88 (North America Vertical Datum of 1988) as found in the 2010 Middlesex County Flood Insurance Study. Elevation 6.8 NAVD 88 translate to an elevation of 7.61 NGVD 29 which is slightly lower than the BLSF shown on the *Existing Conditions Plan C-1.0*.

7. The Arlington's Conservation Commission's jurisdiction is not subsumed within the 40B Comprehensive Permit process. It is recommended that due to the historical evidence of the Alewife Brook (Little River) flooding impacting the Site and adjacent neighborhoods, the Commission request the Arlington ZBA deny all waivers requested by the applicant relating to the Arlington Wetlands Protection Bylaw. Waiver of the Wetlands Bylaw would prevent the Commission from taking into account evidence of flooding of residences located beyond the Zone AE limits shown on FEMA's maps.
8. It appears that significant clean fill will be required to be placed on the project site to elevate portions of the project above the 100-year floodplain or to provide suitable base material for the building foundations, access roadways, parking areas and to be able to provide free discharge of stormwater from the developed Site.
9. The Preliminary Site Plans do not show the construction-phase details that should be evaluated as part of this Application process to determine whether the conceptual project design is generally appropriate for the Site including identified construction laydown area, necessary fill stockpile areas, construction worker parking, and construction / delivery trucks and equipment traffic circulation plan.
10. The Preliminary Site Plans conceptually depict Site access and egress from Route 2. Although the Application does not appear to include the Lake Street Off Ramp Driveway Access, it should be noted that if this access ramp were to be included in the future, it would be partially located through existing wetland resource areas and FEMA Floodway. Permitting feasibility should be evaluated if this design option is being considered or required as mitigation.
11. Based on accounts of flooding in the adjacent neighborhoods, it is recommended that the Project not be allowed to drain to the adjacent street drainage systems. Flooding of the adjacent neighborhood streets may be a result of limited inlet and trunk line-capacity as well as submerged trunk line outfalls during larger storm events. The FEMA flood profile data indicates that the outfall of the drainage system at the west end of Dorothy Road is below the 10-year flood elevation.
12. The impervious surface from the Project will increase the rate and volume of stormwater runoff. In our opinion, it does not appear to be realistic for the project design to provide a free discharge of the stormwater management systems to control the peak rate of runoff or to be able to provide sufficient recharge of the groundwater to effectively reduce the volume of runoff.
13. Any increase in the volume of stormwater runoff from the Project Site could exacerbate the flooding on the Site and adjacent streets. While the Project could provide some relief of existing neighborhood flooding during the smaller storm events as claimed in the Application, the development can be expected to exacerbate flooding during the 100-year and other large storm events. The only way the Project could completely ensure that there would be no increase in existing neighborhood flooding is to provide compensatory flood storage for all fill placed on the Site regardless of whether the existing ground elevation is above the FEMA 100-year flood elevation or not.

14. As previously stated, Required Attachments Relating to Section 3 of the Application requires that proposed utilities be shown. The conceptual Preliminary Site Plans submitted with the Application do not show the proposed utilities including the stormwater management Best Management Practices (BMPs) required to comply with the Massachusetts Stormwater Regulations.¹ Without a conceptual level of stormwater BMP detail, it cannot be definitely determined whether the conceptual project design is generally appropriate for the Site.
15. Eight boring locations are shown on the *Existing Conditions Plan C-1* with surface elevations and depths to groundwater noted. Dated and detailed boring logs are not provided on the plans or in the Application making it difficult to evaluate whether the depth of the groundwater observed represents the seasonal high groundwater elevation. The depth to groundwater is presumed to have been measured the day the borings were advanced and may not represent the actual high ground water elevation.
16. Excavated test holes witnessed by a Massachusetts Soil Evaluator are necessary to definitively identify the Site's soil types and whether the conceptual project design is generally appropriate for the Site. Boring logs document encountered type soils on the Project Site which help evaluate what types of BMPs would be feasible for the stormwater mangement system.
17. The available soil information from the USDA describes the soil in the area of the development to be Udorthents, Wet Substratum, Map Unit 655. The Application notes that loose sandy and gravelly glaciofluvial deposits exist on the Site. The USDA notes that Udorthents, Wet Substratum could also be a loamy till that would have much lower infiltration capacity. Udorthents are described as areas from which soil has been excavated and areas where soil material has been deposited for development projects.
18. It is recommended that any plans submitted with a Notice of Intent to the Arlington ZBA and Conservation Commission be of sufficient quality and level of detail to allow for review of the final layout and grading of the project including the stormwater management system BMPs, mitigation measures including floodplain compensation, limit of fill / work with respect to the resource area boundaries, landscaping, and erosion and sedimentation control.

In order for the Town of Arlington to fully evaluate whether the project design is generally appropriate for the Site, the Applicant should at a minimum, meet the submittal requirements with respect to the Existing Conditions and Preliminary Site Plans including providing the conceptual stormwater management design BMPs. Without depicting the realistic conceptual impact on the Site from full development, we feel the Town of Arlington does not have sufficient information for this Application process.

¹ Massachusetts Wetland Regulations, 310 CMR 10.05(6)(k)

Based on the conceptual information and current understanding of the Site and environs, Nover-Armstrong questions the ability of this Site to accommodate the proposed project.

Sincerely,
Nover-Armstrong Associates, Inc.

A handwritten signature in black ink, appearing to read 'H. Nover', with a stylized flourish at the end.

Henry T. Nover, P.E.

A handwritten signature in black ink, appearing to read 'Marta J. Nover', with a stylized flourish at the end.

Marta J. Nover
Principal



ARLINGTON REDEVELOPMENT BOARD

TOWN HALL ARLINGTON, MASSACHUSETTS 02476
TELEPHONE 781-316-3090

August 11, 2015

Kevin F. Greeley, Chair
Board of Selectmen
Town Hall
730 Massachusetts Avenue,
Arlington MA 02476

RE: Site approval application for Thorndike Place, Mugar land

Dear Mr. Greeley and Members of the Board:

The Redevelopment Board (ARB) urges the Board of Selectmen to request that Mass Housing deny the application for Project Eligibility for Oaktree Development's proposed development at the Mugar Land. The Comprehensive Permit law should not be allowed to overturn years of accomplishments and progress by both the Commonwealth and the Town in housing production, planning, and conservation of the floodplain, and to repudiate the consistent voice of Town Meeting. Arlington developed densely prior to the adoption of the 40B statute, and as a result, less than 10% of its housing is subsidized. However the ARB believes the Town will demonstrate that 1.5% of the Town's land area is used for subsidized affordable housing. In addition, the ARB urges the Selectmen to press Mass Housing for denial based on the following:

- I. The planning policies of the Commonwealth's own Department of Conservation and Recreation identify the Mugar land as a high priority for acquisition for conservation.**
 - a) The parcel is almost entirely in the Alewife floodplain. The Department of Conservation and Recreation ranks the Mugar Land as among the highest-priority parcels for protection in metropolitan Boston. See attached excerpt showing the highest overall numerically ranked projects, out of approximately 250 sites rated. The page headed "Short-term Acquisitions", organized by watershed, lists those projects the Massachusetts MDC/DCR considers most important for prompt attention. It appears that of the five in the Alewife subwatershed, the Mugar land is the only piece that remains unprotected.
 - b) The Commonwealth's Alewife Master Plan highlights the site as a key hydrological connection in the watershed.
- II. The Mugar land has consistently been a top conservation priority of the Town.**
 - a) The Town reached an agreement with the owner in 2010 to acquire the land for conservation, but the owner then failed to execute. In December 2014, soon after adopting the Community Preservation Act, the Town wrote to the landowner seeking to re-enter negotiations for acquisition. The owner was not responsive.
 - b) Arlington Town Meeting voted three times, in 2000, 2001, and 2015 to negotiate with the property owner to acquire the site for flood control and conservation. The Selectmen wrote to

David Mugar and Peter Mugar in 2000 to inform them that the Selectmen had designated the Trust for Public Land to negotiate acquisition with the owners. The owners were nonresponsive following the first meeting, despite repeated attempts by the Town to continue talks.

- c) In February 2015, the Town of Arlington formally adopted a master plan that includes protection and acquisition of the property as a high priority. Protection and conservation of the subject property has been a formal priority of the Town since 1973.

III. The Town has a strong record of supporting the production of new deed-restricted affordable housing units

- a) Since 2000, the Town of Arlington has invested \$5.75 million of its Community Development Block Grant dollars in producing affordable housing units. This represents 29% of the total CDBG allocation.
- b) Arlington is part of the North Suburban HOME Consortium. The Consortium has invested \$6.4 million in HOME funds for affordable housing in Arlington since 2001.
- c) Housing Corporation of Arlington (HCA) is a non-profit community development corporation that works in partnership with the Town to increase the supply of affordable housing. The Town created a staff position of Housing Director in 2000 to help steer HCA into producing new affordable housing. The Town's efforts led to HCA purchasing its first two-family house in 2001 with CDBG, HOME and private bank financing. With Town support, HCA now owns 90 units, plus 67 new units expected now through the next four years. The Town is also partnering with HCA on a 40B project (see "Arlington's Affordable Housing Accomplishments" attached.)
- d) Arlington's Master Plan recommendations include creating a Housing Production Plan that will update our 2004 Housing Plan. The Town received a grant from the Department of Housing and Community Development in June 2015 to assist with this Housing Production Plan.
- e) The Master Plan further recommends amending Arlington's zoning to provide incentives for mixed use, which is already allowed, to increase residential density in commercial districts, and to reduce parking requirements for residential and mixed use properties.
- f) Arlington voters adopted the Community Preservation Act (CPA) in 2014 which may now assist in both the potential acquisition of the Mugar land, and the creation of more affordable housing units in appropriate locations near services in Arlington.
- g) In 2000, the Town added a new position of Director of Housing in the Planning Department with the goal to increase affordable housing production. This was part of an increased commitment by the Town to develop affordable housing. In 2001, Arlington had 892 units on its Subsidized Housing Inventory. Today it has 1,121, an increase of 229 affordable units.
- h) Inclusionary Zoning. In 2001, Town Meeting adopted Inclusionary Zoning, requiring 15% affordable units in projects of 6 or more units. Inclusionary Units added to date: 53.
- i) Homelessness Prevention Fund. This was created in 2001 by the Housing Corporation of Arlington, with 100% private donations solicited from Town residents. First year donations came in at \$30,000. Through 2014, donations have totaled \$597,000. The number of households assisted is 472. HCA also administered the Homelessness Prevention and Rapid Rehousing Program, a HUD ARRA program, for Arlington and surrounding towns. HCA has also used these funds for emergency assistance to low income renters recently displaced by a fire.

IV. The Town zoning allows, and the Town has permitted, major housing developments.

Traditionally, Arlington is one of the most densely populated municipalities in the Commonwealth and has several multi-family zoning districts. The Town approved and permitted two market rate multi-family developments in 2013 and 2014 producing 116 and 176 units, respectively. Inclusionary zoning produced 51 affordable units at these projects. These units are

in addition to the 900 units owned by the Arlington Housing Authority and the 90 units owned by the Housing Corporation of Arlington.

V. History of the Parcel

The Mugar parcel and the Alewife floodplain are critical environmental resources for the Town of Arlington and its neighboring municipalities, serving to help control flooding and to provide a green space habitat in a highly urbanized area. To give some historical perspective, this area was once known as the Great Swamp, and, at its most extensive, it covered much of what are now East Arlington as well as significant acreage in Belmont and Cambridge. The Great Swamp formed an important wetlands area, composed of the brackish water of the Mystic River estuary, the fresh water of Alewife Brook, and the portion of the Mystic River that drains Lower Mystic Lake. The wetlands served as a barrier to stop the brackish water from penetrating further upstream and to prevent runoff from flooding downstream. In addition, they served as an extremely valuable component of the local biological ecosystem.

Beginning in the mid-1800s, the land surrounding the Great Swamp came under increasing developmental interest, and gradually the size of the wetlands was reduced. Most recently, development along the Cambridge side of the Route 2 corridor has replaced wetlands with non-pervious surfaces (e.g., large buildings, surrounded by parking lots and other “hardscaping”), reducing the area’s ability to absorb runoff and contributing to more frequent flooding in residential portions of East Arlington. The Federal Emergency Management Agency or “FEMA” recognized the greater risk of flooding in East Arlington when it redrew its flood maps in 2010. The revised maps significantly expand the reach of Flood Zones AE and X (i.e., the zones in which mortgage lenders require borrowers to purchase flood insurance) in East Arlington.

Since the 1980s, the owners of the Mugar land pursued several development proposals for this site, and received a requested zoning change (see attached time-line). Superior Court and Appeal Court Decisions on flood elevations finding for the Town have led to withdrawal of proposals to build an office park and other developments of the scale of the current proposal.

VI. Alternative Development Locations Suggested to Oaktree Refused

The applicant, Oaktree Development approached Town officials multiple times, including in 2010, about developing the Mugar site. Each time it was made very clear that the Town had more suitable sites for development, especially the former Symmes Hospital site for which developers were then being actively sought to build an approved, permitted multi-family project. Oaktree would not consider this approved development site. The Town, through the Town Manager, Director of Planning & Community Development, and the Chair of the Board of Selectmen, also repeatedly encouraged Oaktree to consider redeveloping under-utilized sites in Arlington along Massachusetts Avenue or Broadway, close to existing services, shops, and along transit lines, as Oaktree had successfully done in neighboring Cambridge, Lexington and in Reading, Massachusetts. Oaktree Development declined, and continued to focus on developing in the Mugar wetlands and floodplain, an area that requires a vehicle to access grocery stores, shopping and services.

VII. Proposal is contrary to Smart Growth and Sustainable Development

Contrary to Oaktree’s application statements, its proposal is in direct opposition to more than half of the ten Massachusetts Sustainable Development Principles. For example, “Concentrate

Development and Mix Uses”: The proposal does not “revitalize a town center”; it does not propose to “integrate uses”, it does not introduce higher density—the neighborhood is already fully developed at 27 units per acre. (Note, this is higher than the density required by the Commonwealth for designated 40R Smart Growth Districts.) The location is not walkable to grocery stores or services and would therefore require car trips.

VIII. Proposed access and egress to the site is problematic given the existing volume of traffic during peak hours.

Rush hour traffic on Lake Street is already known to be one of the Town’s worst bottle necks. Vehicle trips to and from the proposed development will load traffic onto small residential streets in order to access Lake Street, Massachusetts Avenue and Route 2. Lake Street is a heavily used 2 lane road connecting Massachusetts Avenue and Route 2. It is intersected by the busy Minuteman Bikeway (which connects to Alewife Station). It also has an elementary school, adding to traffic volume during the morning peak hour. According to local traffic counts, over 1,000 vehicles use Lake Street in a single hour during the evening commute. This traffic often backs up to Route 2, with Massachusetts Avenue and Route 2 equally congested during morning and evening rush hours. It can sometimes take as long as 25 minutes to travel this ¾ mile stretch of roadway. Of additional concern, the Belmont Uplands project, located on Lake Street just over the border in Belmont, recently received approval from the State and the Town of Belmont, and will be adding 299 residential units, with traffic emptying onto Lake Street. The total daily vehicle trips to and from that project is projected to be 1,800.

IX. Overbuilding in the Alewife Area and Sea level Rise

More than 1,000 apartments were built or permitted in the Alewife area in 2014, and at least an additional 1,500 are scheduled to open in 2015 as a result of multiple major projects in Cambridge and Belmont. This development pace has already outpaced the rate that the City of Cambridge had projected for the Alewife Area by 2024. The Urban Land Institute’s 2015 report, “Urban Implications of Living With Water” considers the prospect of more frequent episodes of intense precipitation and the possibility of Alewife Brook backup up from storm surges affecting the Mystic River. Its key strategy recommendations for the Alewife Area urge redistributing development density and creating more contiguous open space (p. 40) for flood storage and for tree-planting in anticipation of flooding from sea level rise affecting this area.

X. Combined Sewer Overflows

The Alewife Area and Mugar land in particular are regularly flooded. With climate change, flooding will likely worsen. Overbuilding in the area means there is already little capacity for stormwater to infiltrate. As mentioned above, Cambridge already uses the Alewife floodplain for its own flood control purposes during periods of high rain, when its combined sewer overflows (“CSOs”) release additional water into the Alewife Brook. The Oaktree proposal would add significantly to the over-burdened sewer network, exacerbating the Combined Sewer Overflows. Increased development in the floodplain will most likely cause such releases to occur with more frequency, further overtaxing the wetlands ability to control flooding. Since CSOs combine rainwater runoff, domestic sewage, and industrial wastewater in the same pipe, the surviving wetlands and the wildlife they support will face increasing environmental damage.

XI. Inundation of Arlington’s Thorndike Field.

The Town’s high-demand recreation field is adjacent to the Mugar land. The Recreation Commission and the Arlington Soccer Club contend with inundated conditions even under non-

flooding circumstances. With the further displacement of stormwater, Thorndike Field would be even more frequently unavailable for use, costing the community the loss of youth and adult recreational use of the field and significant expense to rent out of town playing fields.

The project proposed by Oaktree is not consistent with state policies for the Alewife Area, nor with Massachusetts' Sustainable Development Principles, nor with decades of local planning and policy measures to conserve this last remaining natural resource tract in this densely settled area, especially given Arlington's exemplary accomplishments and continuing innovative partnerships to produce affordable housing units. Finally, the proposed project is vastly opposed to the wishes of the residents of Arlington, as shown by a number of Town Meeting votes. We urge the Board to request that the Project Eligibility application be denied by Mass Housing.

Thank you for considering the Board's input.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Bunnell". The signature is fluid and cursive, with the first name "Andrew" and last name "Bunnell" clearly distinguishable.

Andrew Bunnell
Chairman

Attachments: Arlington's Affordable Housing Accomplishments; Mugar Site History: Development and Conservation Time-Line; MDC Land Acquisition Program excerpt

Arlington's Affordable Housing Accomplishments

Long-term Strategic and Financial Support to Nonprofit Housing Corporation of Arlington

The Housing Corporation of Arlington (HCA) is a non-profit community development corporation incorporated in 1986. After years of providing down-payment assistance, the Town wanted to see an increase in actual affordable units created, and so budgeted a new Town staff position of Housing Director in 2000. An experienced housing professional was recruited for this position to provide technical support and to increase the effectiveness of the Community Development Corporation. Office space for HCA was accommodated in a Town-owned building. This Town commitment yielded results. HCA purchased its first 2 family house in 2001 with Town of Arlington Community Development Block Grant funds (CDBG), HOME funds and private bank financing. This may never have happened without Town of Arlington support. In 2001, Arlington had 892 units on its Subsidized Housing Inventory. Today it has 1,121, an increase of 229 affordable units.

With continued support from the Town, HCA now owns 30 deed-restricted affordable rental units in two-family houses, and 60 affordable rental units in larger structures, for a total of 90 units, all purchased and renovated since 2001.

Town Cooperating with HCA on Upcoming Multi-Family and 40B Projects

The Town continues to partner with HCA as they are working on four properties expected to produce 67 new units, including a 40B.

- In **2016, three new units** of affordable housing are expected to be occupied when HCA completes its restoration of the historic Kimball Farmer House. \$750,000 of CDBG funds from the Town, as well as technical support from staff, helped fund this project.
- In **2017, nine additional** affordable units are expected to be occupied on Westminster Avenue.
- In **2018, 30 affordable units** are in development in a new building to be constructed with a 40B Comprehensive Permit on Broadway.
- In **2019, 25 units** of affordable housing are projected to be under construction when HCA cleans up a Brownfields site at 19R Park Avenue they are acquiring to build an apartment building where the Town had permitted one in 2004 that was never built. Note that HCA will produce more affordable units than the approved market-rate apartment building would have produced with inclusionary zoning.

Director of Housing. In 2000, the Town added a new position in the Planning Department, Director of Housing, to increase affordable housing production. This was part of a new and increased commitment to affordable housing. In 2001, Arlington had 892 units on its Subsidized Housing Inventory. Today it has 1,121, an increase of 229 affordable units.

Inclusionary Zoning. In 2001, Town Meeting adopted Inclusionary Zoning, requiring 15% affordable units in projects of 6 or more units. 2005 Annual Town Meeting strengthened the bylaw. Inclusionary Units added to date: 53

Homelessness Prevention Fund. This was created in 2001 by the Housing Corporation of Arlington, with 100% private donations solicited from Town residents. First year donations

came in at \$30,000. Through 2014, donations have totaled \$597,000. The number of households assisted is 472. HCA also administered the Homelessness Prevention and Rapid Rehousing Program, a HUD ARRA program, for Arlington and surrounding towns. HCA has also used these funds for emergency assistance to low income renters recently displaced by fire.

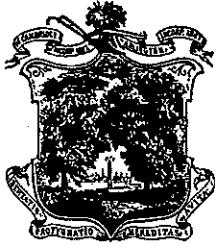
Housing Plan and Strategy. In 2004 the Town created its first Housing Plan, adopted by Board of Selectmen and approved by the Commonwealth. The Town just received a state grant to revise and update the Plan and create a Housing Production Plan, in keeping with the Housing Recommendations in the Town's newly adopted Master Plan. That effort will begin in the summer of 2015.

Continuum of Care. The Town of Arlington joined with the City of Somerville in 2009 to provide services for homeless Arlington residents, and those at-risk of homelessness.

Master Plan. Adopted in 2015, recommendations include creating a Housing Production Plan, amending zoning to promote and create incentives for mixed use development and increased density in commercial districts, and adjusting parking requirements for residential and mixed use properties. The Town has already received commitment for a DHCD grant to help with a Housing Production Plan.

CDBG Funds. Since making an increased commitment to affordable housing in 2000 the Town has invested \$5.75 million CDBG dollars in affordable housing. This represents about 29% of the total CDBG allocation.

HOME Funds. Arlington is part of the North Suburban HOME Consortium. The Consortium has invested \$6.4 million in HOME funds in affordable housing in Arlington since 2001.



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING and COMMUNITY DEVELOPMENT

Mugar Site History: Development and Conservation Time-line

1951 Mugar acquires option to purchase land on Route 2 contingent on zoning change from Residential B to Business A. Mugar's counsel assures the Town that access will not be from neighborhood streets. Town Meeting adopts the zoning amendment, and S. Mugar exercises option; intends to build a Star Market. Development never commences.

1962 Mugar asks for rezoning of <5 acres to add to business zone. Concurrently, the state announces reconstruction of Route 2. The state makes land takings and Town Meeting article is withdrawn.

1970 Mugar proposes to build a 20-story apartment building and 5-story office building. Town votes to rezone to Planned Unit Development, again contingent on Mugar's counsel affirming no access would be from the neighborhood streets, only via Route 2. The re-zoning effectively increases the land value, but development never takes place.

1978 Residents request to rezone from Planned Unit Development back to Residence 2.

1983 owner proposes 325,000 square feet of office space in two buildings with 829 parking spaces; applies for Special Permits from Zoning Board of Appeals and Arlington Redevelopment Board (ARB).

1983 ARB grants special permit contingent on Route 2 access (Docket #2449) 6/29/83. Decision is appealed.

1983 Massachusetts EOTC denies Finard/Mugar 7/14/83 application for a curb-cut on Route 2 between Alewife Brook Parkway and Lake Street, noting the state's plan to acquire land and re-configure Route 2 near Alewife and access roads.

1983 Mass DPW begins Environmental Impact Report for Alewife station access roads.

1988 judgment of dismissal of abutter's appeals 11/23/88.

1990 IEP Inc. prepares a 17-lot single-family residential concept plan for the Mugar Group/Goulston & Storrs based on Arlington's R1 by-right zoning of the site, avoiding resource areas, and assumes >50% of the lot could be deeded to the town for conservation. The owners do not pursue this plan.

1990 ARB Special Permit granted in 1983 expires.

1992 Metropolitan District Commission (MDC) Land Acquisition Program ranks Mugar site 12th highest priority acquisition target for conservation in its 37-municipality service area.

1999 Mugar files Environmental Notification Form.

1999 Town Meeting warrant article is filed to acquire the Mugar Site.

2000 In January, Mugar Enterprises proposes two 5-story office buildings totaling 300,000 square feet of space.

2000 Town Meeting votes to direct the Town to negotiate to acquire the site for conservation and open space.

July 11, 2000 Finard & Co. for Mugar files with the Arlington Conservation Commission an Abbreviated Notice of Resource Area Delineation seeking confirmation of boundaries for wetlands and for the 100-year floodplain.

July 14, 2000 The Town engages the Trust for Public Land to negotiate acquisition/protection of the site with the owner.

August 2000 Finard files an Environmental Notification Form with the state.

October 19, 2000 the MDC--today's Department of Conservation and Recreation-- writes to EOE's MEPA office emphasizing the MDC's high ranking of the Mugar Land among the highest priority unprotected open spaces remaining in the metropolitan region. The state agency ranks Mugar 12th of 205 priority parcels for acquisition.

2000 MEPA certificate directs proponent to conduct analysis for full Environmental Impact Report, including "no-build" scenario, directing proponent to meet performance standards of "no-build" conditions.

2001 Finard submits additional material to the Conservation Commission supporting Finard's proposed determination of the 100 year flood elevation at the property location. The Conservation Commission in July 2001 issues a decision that does not accept the Mugar determination of the floodplain boundary, but accepts delineation of wetlands. Mugar appeals the Conservation Commission's decision to Superior Court. Superior Court in September 2002 agrees with the Conservation Commission. Mugar's appeal Superior Court decision to the Massachusetts Appeals Court.

2001 Town Meeting again votes to protect the site.

2002 Army Corps of Engineers includes Mugar parcel in proposed feasibility study of restoration of degraded wetlands.

2002 Selectmen's committee meets with David Mugar, Peter Mugar and David Ting regarding the Town's interest in acquiring the site. Selectmen then write Aug 14, 2002 to David Mugar suggesting a joint appraisal. A written offer with a specific dollar amount is made, which is declined by the Mugar's.

2002 DCR Alewife Reservation/Alewife Brook Master Plan cites hydrological connection of the Mugar parcel to the Reservation.

2003-2009 The Town, the Arlington Land Trust, and the Trust for Public Land continue to reach out to the Mugar's with offers to acquire the land.

2004 Appeals Court upholds Conservation Commission determination that Finard/Mugar's proposed floodplain boundary/elevation was inaccurate.

2009 – Oaktree Development principle Gwendolen Noyes contacts new Director of Planning & Community Development seeking to develop apartments at the Mugar land. The Director explains the Town's long-standing plan and policies to acquire the site for conservation, and instead suggests other Arlington locations better-suited for redevelopment on Massachusetts Avenue, Broadway, and especially the former Symmes Hospital site, which is already permitted for apartments.

2010 David Ting, Financial Officer for Mugar Enterprises, agrees to a price for the Town to acquire the site, and the Town is a candidate for a major wetlands protection grant to pay for it. A written agreement is ready for signature in October. In November 2010 the ballot initiative to repeal MGL Ch 40B is rejected by voters, and the property owner then declines to execute the agreement.

2010 Oaktree Development asks to meet with the Town, during which the Town Manager, Chair of the Board of Selectmen, Director of Planning & Community Development and others clearly repeat the Town's position and decades-long Open Space Plan priority to conserve the flood-prone land. The Town officials encourage Oaktree to instead look at other sites to redevelop in Arlington, especially the former Symmes Hospital site which was fully permitted and available by the bank who held the financing on the project.

2014 Arlington voters adopt the Community Preservation Act (CPA).

2014 Director of Planning & Community Development writes to Mugar Enterprises seeking to discuss acquisition.

February 2015 ARB Adopts Master Plan, including protection of Mugar land.

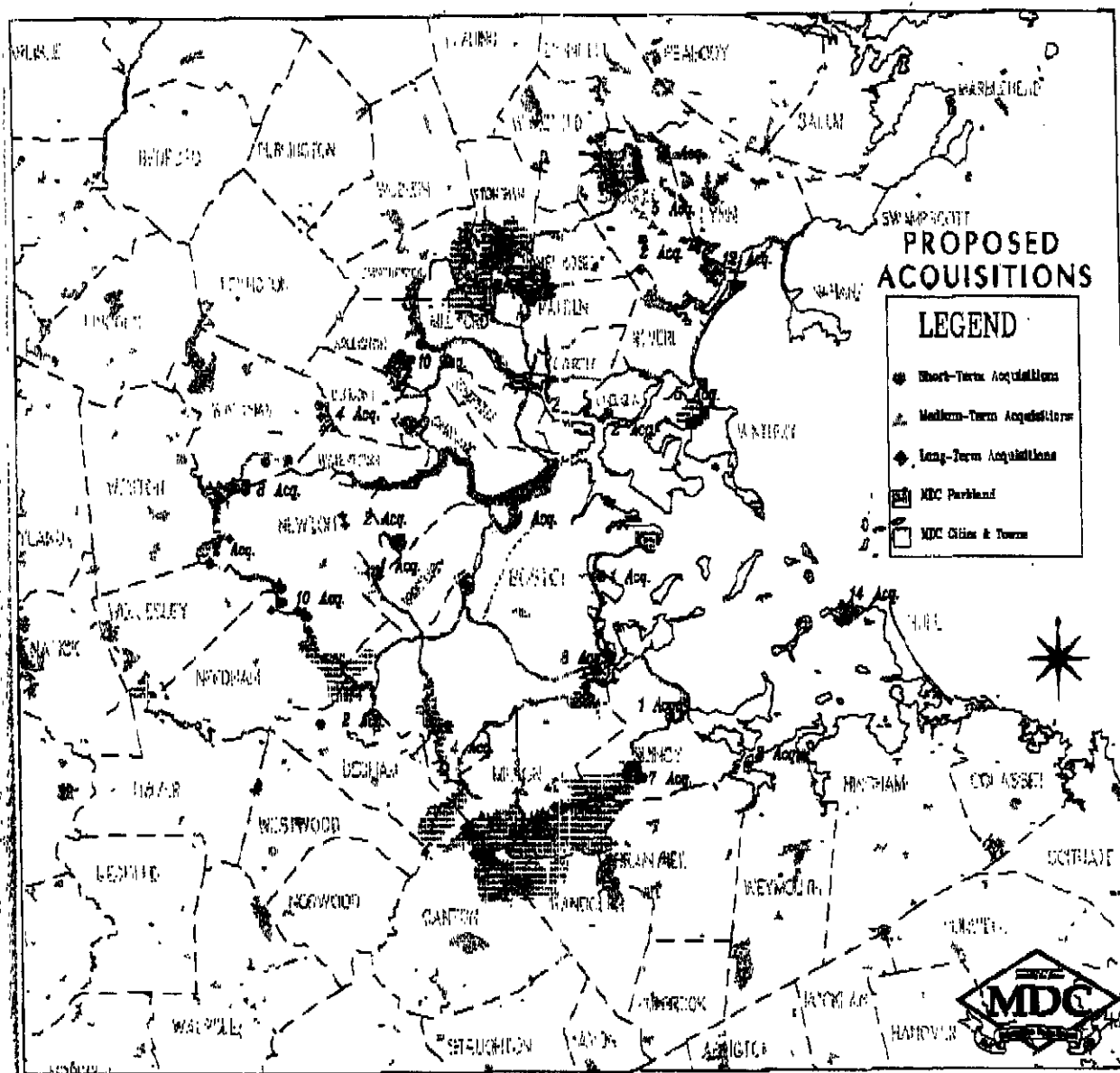
April 2015 ARB adopts updated Open Space & Recreation Plan re-stating the Mugar acquisition priority.

May 11, 2015 Town Meeting endorses Master Plan and specifically directs efforts to conserve the Mugar Land. Town Meeting also acts to create the Community Preservation Act Committee to implement the recently-adopted CPA.

May 28, 2015 Oaktree Development files notice with the Arlington Board of Selectmen of Oaktree's application to Mass Housing seeking to develop 219 units in 8 buildings under MGL Chapter 40B.

Metropolitan District Commission

LAND ACQUISITION PROGRAM



Metropolitan District Commission
20 Somerset Street
Boston, MA 02106

Julia O'Brien
Director, Office of Planning

Daniel O'Rourke, Principal Author
MDC Office of Planning

Thomas J. Gray
Director, Real Property Office

✓ - MDC has acquired
 X - PROTECTED BY OTHERS
 O - NOT NEEDED

3 PER DAN DRISCOLL
 7 MAR 00

APPENDIX G - FINAL PROJECT POINT RATINGS

PROJECT NAME	PARCEL	MDC SCORE	SCORP SCORE	TOTAL SCORE
X Duval Property	1 of 1	70	35	131
✓ Zoppo	2 of 4	60	43	127
✓ Zoppo	4 of 4	60	43	127
✓ Zoppo	3 of 4	60	43	127
✓ Zoppo	1 of 4	60	43	127
✓ Zoppo	1 of 1	60	33	117
✓ Sunnyside Ave.	1 of 1	60	23	113
✓ Bloom Parcel	1 of 1	50	33	108
O Longview Fibre Company	1 of 1	60	19	105
X Cedar Glen Golf Course	multiple	40	44	104
Marginal Street	1-6 of 6	50	33	104
✓ Armenian Benevolent Union	1-3 of 3	50	28	104
✓ Zayre Parking Lot	1 of 1	40	43	103
✓ Pinnacle Rock	4 of 14	50	39	103
Elizabeth Island	1 of 1	50	39	100
Mugar	1-7 of 7	60	26	100
✓ Duane Parcel	1 of 1	60	24	99
✓ Blair Pond	1-2 of 2	30	43	99
✓ Bonacorso	2 of 4	40	43	97
✓ Pinnacle Rock	1-2 of 2	40	43	97
✓ Pinnacle Rock	12 of 14	40	43	97
✓ Pinnacle Rock	3 of 14	40	43	97
✓ Pinnacle Rock	10 of 14	40	43	97
✓ Pinnacle Rock	2 of 14	40	43	97
✓ Pinnacle Rock	8 of 14	40	43	97
✓ Pinnacle Rock	1 of 14	40	43	97
✓ Pinnacle Rock	14 of 14	40	43	97
✓ Pinnacle Rock	13 of 14	40	43	97
✓ Pinnacle Rock	11 of 14	40	43	97
✓ Pinnacle Rock	5 of 14	40	43	97
✓ Pinnacle Rock	6 of 14	40	43	97
✓ Pinnacle Rock	7 of 14	40	43	97
✓ Pinnacle Rock	9 of 14	40	43	96
X Mt. Gilboa	1-2 of 2	50	42	94
Waltham Watch Factory	1 of 1	40	34	94
Pine Hill Cemetary Parcel	1 of 1	60	24	94
✓ Wilson Mtn - Barletta Co.	1, 2, 3 of 4	60	19	93
Campo Marieuse	1 of 1	60	19	93
✓ Route 1 Access	2 of 2	50	33	93
✓ Fein	1 of 1	60	19	93
✓ Shaffner Parcel	1 of 1	40	28	92
✓ Weerd Ave. - Nichols	1 of 1	50	32	92
DPW Funded Bikeway	1 of 1	30	35	91
✓ Bonacorso	1 of 4	30	35	91
✓ Bonacorso	3 of 4	40	26	90
C.R. Reservation WHDM	1 of 1	50	24	90
✓ Cutler	1 of 3			

SHORT-TERM ACQUISITIONS

RESERVATION	PROJECT NAME	PARCEL	PRIORITY	TOTAL SCORE
	Elizabeth Island	1 of 1	1	103
Alewife	Mugar	1-7 of 7	1	100
Alewife	Blair Pond	1-2 of 2	1	99
✓Alewife	Jerry's Pond & Babo	1-2 of 2	1	89
Alewife	Cattail Marsh	1 of 1	1	73
✓Alewife				
✓Back River	Cutler	1-3 of 3	1	90
✓Beaver Brook	Armenian benevolent union	1-3 of 3	1	104
	Duval Property	1 of 1	1	131
Belle Isle	Zoppo	1-4 of 4	1	127
✓Belle Isle	Sunnyside Ave.	1-3 of 3	1	117
✓Belle Isle	Bonacorso	1-4 of 4	1	99
✓Belle Isle				
✓Blue Hills	Duane Parcel	1 of 1	1	100
Blue Hills	Pine Hill Cemetary Parcel	1 of 1	2	94
✓Blue Hills	Colligan Parcel	1 of 1	1	88
✓Blue Hills	Shea Parcel	1-3 of 3	1	86
Blue Hills	Ricciuti Drive	1-2 of 2	1	83
✓Blue Hills	Mullin Avenue	1-2 of 2	1	80
Blue Hills	Flaherty Parcel	1 of 1	1	79
Breakheart	Cedar Glen Golf Course	multiple	1	105
Breakheart	Campo Marieuse	1 of 1	2	93
✓Breakheart	Shaffner Parcel	1 of 1	1	93
✓Breakheart	555 Broadway, rear	1 of 1	1	85
Breakheart	442 Lynnfields Parkway	1 of 1	1	85
Breakheart	Curley Property	1 of 1	1	83
✓Breakheart	425 Broadway, rear	1 of 1	1	80
Breakheart	Walnut Associates	1 of 1	1	80
Breakheart	Water Mill Site	1 of 1	1	78
Breakheart	Town Landfill	1-2 of 2	1	75
Breakheart	517 Broadway, rear	1-2 of 2	1	75
✓Breakheart	495 Broadway, rear	1 of 1	1	75
✓Breakheart	rear 425 Broadway West	1 of 1	1	75
Breakheart	Water Street Corner	1-3 of 3	1	73
Charles River	Longview Fibre company	1 of 1	1	108
✓Charles River	Zayre Parking Lot	1 of 1	1	104
Charles River	Waltham Watch Factory	1 of 1	2	94
✓Charles River	Wilson Mtn - Barletta Co.	1, 2, 3 of 4	1	94
✓Charles River	Woerd Ave. - Nichols	1 of 1	1	92
Charles River	C.R. Reservation WHDM	1 of 1	1	90
✓Charles River	Haynes Parcel	1 of 1	1	87
✓Charles River	Wilson Mountain	4 of 4	1	84